The Solicitors' Journal.

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CURRENT TOPICS.

A PETITION, which has already been numerously signed, is being circulated among the members of the bar, urging on the Lord Chancellor that the Long Vacation should commence on the 1st of August and terminate on the 12th of October, instead of commencing, as regulated by the recent Order in Council, on the 13th of August and terminating on the 23rd of October.

THE PLAN of the Chancellor of the Exchequer for reducing the interest on Consols will largely affect chancery suitors. The amount of Consols standing in the name of the Chancery Paymaster was £49,083,427 on the last account published; the other stocks in which ordinary investments have been made by the court—viz., New Three per Cents. and Reduced Annuities—amount in the aggregate to less than £15,000,000. Of this amount of nearly fifty millions of Consols, probably one-fourth represents money invested as funds for the purpose of paying annuities. When a fund has been set apart by means of an investment for the purpose of providing a fixed annual amount, the remainder of the estate being administered by the court is usually distributed, and when the annuity becomes reduced by the reduction of the interest on the investment, there is no longer any more money left in the estate to invest so as to bring up the annuity again to the required amount. The mode in which the case of these chancery annuitants is to be dealt with when the proposed reduction of interest takes effect is a question deserving the consideration of the Legislature.

THE MARRIED WOMEN'S PROPERTY ACT (1882) Amendment Bill, which has passed the House of Commons, and has been read a second time in the House of Lords, is intended to abolish the extraordinary distinction which, it appears from the recent case of *The Queen* v. *Brittleton* (32 W. R. 463, L. R. 12 Q. B. D. 266), that the Married Women's Property Act of 1882 has introduced into our criminal law. It will be remembered that in that case, upon the trial of a married woman for larceny of the property of her husband, the husband was called as a witness against his wife. The Court of Criminal Appeal, with some hesitation, held that the evidence of the husband was inadmissible, and quashed the conviction. It seems clear, however, upon the language of the Act, that a wife could give evidence against her husband upon an indictment for larceny of her property, and some of the judges expressed an opinion to that effect. The Bill accordingly proposes to provide only that—

> "In any such criminal proceeding by a husband against his wife as is authorized by section sixteen of the Married Women's Property Act, 1882, the husband shall be competent to give evidence against his wife any statute or rule of law to the contrary notwithstanding."

Lord BRAMWELL appears to have suggested that the Bill should not merely make a husband capable of giving evidence against his wife, but for her; as there might be a prosecution against her, and the husband, capable of giving material evidence in her favour, might keep himself out of the witness-box; and there seems to be no valid reason why this suggestion should not be adopted. At the same time, it may be hoped that advantage will be taken of the opportunity to include in the Bill other amendments of the Married Women's Property Act, 1882. For instance, the question whether section 1 gives personal property to a married woman as to a *feme sole* to all intents and purposes whatsoever, so that in case of her death intestate and possessed thereof, her husband, as her administrator, does not become entitled to it, ought not to be left to be decided by mere inference.

IN HIS BUDGET SPEECH Mr. CHILDERS stated the law of tender to be that if a purchaser goes into a shop and tenders a light sovereign in payment for his purchase, the shopkeeper may either refuse, before he takes it in hand, to receive it in payment, under the 4th section of the Coinage Act, or, if he takes it, he is bound, under the 7th section, then and there to break it and charge the purchaser with the difference. "For this purpose," added the Chancellor of the Exchequer, "both he and I ought to have scales with gold weights and an instrument for breaking up the coin, and, if either I tender light gold or the shopkeeper fails to break it up, we are both guilty of a misdemeanor." The result of the 4th and 7th sections of 33 & 34 Vict. c. 10, the Act "to consolidate and amend the law relating to the coinage and her Majesty's Mint," upon which this statement is based, appears to be this:—By the 4th section a tender of gold coins for a payment of any amount is made a legal tender with the express exception (*inter alia*) of the case of coins which have become "diminished in weight, by wear or otherwise, so as to be of less weight than the current weight"—that is to say, the weight authorized in the manner pointed out in the Act. By the 7th section, "where any gold coin of the realm is below the current weight," as provided by the Act, "every person shall, by himself or others, cut, break, or deface any such coin tendered to him in payment, and the person tendering the same shall bear the loss." No doubt a shopkeeper, knowingly receiving a light coin and forbearing to deface it, is guilty of an indictable misdemeanor at common law, on the principle that where no special penalty is imposed for disobedience, the disobedience of a statute is a common law misdemeanor (see *R.* v. *Sainsbury*, 4 T. R. 445); but, without such knowledge, the principle *actus non facit reum nisi mens sit rea* would seem to apply, so that no offence would be committed unless a guilty knowledge existed. With regard to the purchaser, we cannot agree with Mr. CHILDERS, for we can find no sort of authority for the proposition that the uttering of coin, lightened merely by wear and not by sweating or any of the arts of the coiner, is a misdemeanor in any case. We may add that it is provided by the 7th section that disputes arising under it "may be determined by a summary proceeding" before justices of the peace.

THE BOARD OF TRADE persist in denying that private arrangements between debtors and their creditors have become, to any great extent, more general since the new Bankruptcy Act came into operation, and that the great decrease in the number of petitions filed is in any way to be attributed to that cause, and Mr. CHAMBERLAIN emphasized that denial to the deputation of bankers which waited upon him last week. It would be difficult, if not impossible, to obtain statistics to show that the Board of Trade are wrong in their statement, but when we are assured on all hands by professional men engaged in matters of this description that such is the case, we must be excused if we decline to give implicit credence to the denial of the Board of Trade. Mr. SAMUEL MORLEY must be taken to be a competent authority on this point, and at the annual meeting of the Bristol Chamber of Commerce the other day he called attention to the matter somewhat prominently. We find the fact also generally admitted by independent newspapers, whose views upon the subject are not controlled by the officials of the Board of Trade. The *Manchester Guardian*, which is one of the most influential and best informed papers upon commercial topics in the provinces, has on two occasions recently admitted and commented upon the fact. We have

consistently advocated the policy of recognizing by statute the right of creditors to adopt this course, but at the same time we quite agree that all arrangements of the kind should be required to be made publicly known by some method of registration, or the publication of a notice thereof. From the attention which has recently been given to the subject in so many different quarters it is clear that it is being forced into greater prominence every day, and probably not many sessions will pass over without the question being brought before the Legislature in the shape of a proposal to amend or supplement the Act with regard thereto. Meanwhile every point bearing upon the subject cannot fail to be of interest to the profession and to the commercial public generally, and we call the attention of our readers to the report of some remarks made by the official receiver at Manchester at a recent meeting of creditors at which he presided, which we print in another column. It appears that the debtor had previously executed a deed of assignment for the general benefit of his creditors, but to which all the creditors had not assented, and the official receiver intimated that he would probably have to take proceedings against the trustee under the deed with a view to get him to account for the gross amount which he had received thereunder, leaving it to the registrar to say what items he should be allowed to set off. We apprehend that the chief question in such a case will be as to what costs in connection with the deed will be allowed, and this is a point upon which an authoritative decision will be of much service.

MANY OF OUR READERS will no doubt be calculating, with feelings of some interest, the chances for and against the passing of Lord CAIRNS' new Settled Land Bill during the present session of Parliament. The Bill consists, nominally, of only seven sections, but one of them contains no less than ten separate provisions. It is composed in a style which is certainly no better than Lord CAIRNS' former efforts in the same direction; but we propose to say nothing about the grammar, except that it is equally adapted to "break PRISCIAN'S head," and to "make QUINTILIAN stare and gasp." The provisions of the Bill are divisible into two heads, accordingly as they aim (1) at supplying defects and oversights in the existing Act, and (2) at amending provisions already contained in the Act which have been found to work inconveniently in practice. To the first head belongs clause 4, and, perhaps, also clause 6, sub-clause (2). Clause 4 proposes to enact that a fine taken on the grant of a lease under the statutory power shall be capital money arising under the Act. The existing Act ought undoubtedly to have contained such a provision; but there was probably no real danger that the omission would lead to a decision that such fines should be treated as income. Clause 6, sub-clause (2), proposes to enact that, in the case of any settlement, other than a settlement by way of a trust for sale under section 63, where several persons constitute the tenant for life, the consent of only one of them shall be necessary to enable the trustees, or any other person, to exercise any trust or power conferred by the settlement. The object of this proposed enactment seems to be to facilitate the exercise of powers by trustees in cases where the exercise of the statutory powers would be cumbrous. Perhaps, also, the enactment may have in view a device which has been referred to in these columns, designed to enable settlors to render the exercise of the statutory powers practically impossible. These provisions are not of any great practical importance. The proposed amendments upon the Act's practical working are of much greater moment. These deal with two subjects—the notices required to be given by the Act under section 45, and settlements by way of trust for sale under section 63 of the Act. Clause 5 of the Bill proposes to make the following changes:—(1) The notice may, so far as regards sales, exchanges, partitions, and leases, be a notice of a *general* intention to exercise the statutory powers. This, of course, aims at undoing the result of Mr. Justice PEARSON'S decision in *In re Ray's Trusts* (32 W. R. 458, L. R. 25 Ch. D. 464), to the effect that the notice required by the Act must have about it such a degree of particularity as to enable the transaction to which it relates to be specifically identified. Of course Lord CAIRNS is well aware that this proposed amendment, if it stood alone, would, so far as sales, exchanges, partitions, and leases are concerned, render the whole purpose of the notices purely nugatory. A general form of notice would be drawn up by conveyancers, and it would become the regular custom for the tenant for life, on coming into possession, to serve such a notice once for all. Accordingly, the Bill endeavours to preserve something of the purpose for which the notices were designed, by proposing to enact—(2) That the tenant for life shall, at the request of any trustee of the settlement, furnish reasonable particulars of any sales, exchanges, partitions, or leases, which may have been effected, or may be in progress, or immediately intended. The nature of this proposal will probably suggest to any trustees who may be inclined towards rigidity of action the expedient of having a large number of such notices printed, and instructing an agent to send one (say) once a month to the tenant for life. The other proposed new provisions respecting the statutory notices are as follows—(3) Any trustee may waive notice, either in any particular case, or generally; (4) These provisions are to apply to notices given either before or after the passing of the Bill; except that (5) no notice, to the sufficiency of which any objection has been taken before the passing of the Bill, is thereby to be made sufficient. The reader is probably aware that section 63 of the Act, by which lands given in trust for sale are made settled lands within the meaning of the Act, if any person takes a limited interest in the purchase-moneys, did not appear in the original scheme of Lord CAIRNS, but was added by a Committee of the House of Commons. It is therefore natural that the most important part of the present Bill should be made up of amendments proposed to be made in this intruded section. Clause 6, sub-clause (1), proposes to enact, with regard to such settlements, that the trustees may execute trusts or powers without the consent of the person or persons who, by the Act, are placed in the position of the tenant for life. This proposed enactment is in confirmation of Mr. Justice PEARSON'S decision in *Taylor* v. *Poncia* (32 W. R. 335); and, if it should become law, it will supersede the necessity for inquiring whether that decision is sound and may be relied upon. Clause 7 of the Bill begins by providing that the powers conferred by section 63 of the Act shall not be exercised without the leave of the court, and the rest of the section is made up of ancillary provisions relating to the making, obtaining, and registering of orders for the purpose of giving such leave. The general result of these provisions (including that of section 6) seems to be that, in future, if the Bill becomes law, settlements by way of trust for sale will commonly be carried into effect, as they were before the Settled Land Act, solely by the trustees appointed by the settlement; but that, in case any beneficiary standing in the position of tenant for life is dissatisfied with the way in which the powers of the settlement are proposed to be exercised by the trustees, he can apply to the court for leave to exercise the statutory powers.

ON MONDAY LAST, the 28th of April, the Royal Assent was given by commission to several Acts of Parliament, public and private. What is the legal date of the commencement of these Acts? Is it the day of the Royal Assent being actually given, or the day of its being communicated to the House of Lords? The answer to these questions, which are suggested by reason of the absence of the Queen at Darmstadt, depends upon the construction to be placed on 33 Geo. 3, c. 13, as read with 37 Hen. 8, c. 21. By 33 Geo. 3, c. 13, "the Clerk of the Parliaments shall indorse on every Act of Parliament, immediately after the title of such Act, the day, month, and year when the same shall have passed, and shall have received the Royal Assent, and such indorsement shall be taken . . . to be the date of its commencement." This Act, it will be observed, makes no distinction between cases where the Royal Assent is given in person, as at common law, and where it is given by commission, as is declared to be lawful by the statute 33 Hen. 8, c. 21. By this Act it is declared that the "King's Royal Assent by his letters patent, under his great seal, and signed with his hand, and declared and notified in his absence to the lords spiritual and temporal, and the commons assembled in the Higher House, is, and ever was, of as good strength and force as though the King's person had been there personally present, and had assented openly and publicly to the same." Upon a literal construction of the words, "signed with his hand," in 33 Hen. 8, c. 21, and "received the Royal Assent," in 33 Geo. 3, c. 13, it is impossible to arrive at any other conclusion than that the actual affixing of the sign manual is the legal date of the commencement of an Act of Parliament to which the Royal Assent was given by commission. But this would lead to the legal

difficulty that an Act might come into operation before the Royal Assent was communicated, the very thing which the statute 33 Geo. 3, c. 13 (before which date statutes related back to the commencement of the session in which they were passed), was intended to prevent. There can be little doubt that a liberal, and not a literal, construction of the two statutes is the proper one, and that the date at which the assent was communicated is the true legal date of commencement.

We understand that one of the points discussed at the second meeting of the shipowners and merchants with Mr. Chamberlain, on the 26th ult., was the desirability of an alteration in the law with reference to "constructive total loss." The present state of the law with regard to "constructive total loss" is certainly a direct inducement to over-insurance; for whilst the right to abandon is regulated with reference to the estimated value of the vessel after she has been repaired (the owner being justified in abandoning if the cost to repair would exceed her value when repaired), and not with reference to the value at which the vessel is rated in the policy, the owner is entitled to recover from the underwriters the amount for which his vessel was insured, although that amount may exceed her actual value at the time of the "constructive" loss (*Irving* v. *Manning*, 1 H. L. Cas. 827). It has been proposed to amend the law by providing that where a claim is made under an insurance of a ship for a constructive total loss, there shall not be deemed to be a constructive total loss unless it be shown that the cost of repairing such ship would exceed *the value of the ship stated in the policy*. The effect of this provision would be to make it the interest of the owner, so far as the question of constructive total loss was concerned, to under-insure rather than to over-insure his vessel, for the larger the amount for which she was insured the greater would be his difficulty in establishing his claim on a constructive total loss.

UNPUNISHED NEGLIGENCE.

There are, perhaps, no cases which impose upon the courts so anxious and embarrassing a duty as those which involve questions of priority between mortgagees of an insufficient security. When, moreover, the conflict arises between two innocent persons, one of whom must suffer for a fraud in which he did not participate, the decision becomes still more difficult. The balance of natural equity in such cases inclines neither to the one side nor to the other; and the necessity of arriving at some conclusion has compelled the courts to lay hold of any circumstance, however slight, in order to discriminate the rights of the parties.

Our dual system of law and equity supplied a criterion of priority which was applicable in many cases. The possession of the legal estate conferred upon the fortunate incumbrancer rights and powers which an equitable mortgagee did not possess. The former might, in fact, bring an action at law, whereas the latter had no recognized *status* except in equity. It should not be forgotten that it was this right to recover in a tribunal of co-ordinate jurisdiction which created the maxim, "When equities are equal the law shall prevail;" and we should not have been surprised if, after the amalgamation of the courts, diminished importance had been attributed to the possession of the legal estate. But this is not so. The legal estate is now as powerful an ally as in the days of Eldon; and no distinction seems to be drawn between a mortgage, legal in its form and effect, and a mere equitable charge reinforced by the subsequent capture of the legal estate. The former might well be entitled to priority under any system of jurisprudence; the claim of the latter appears to rest on an artificial rule, the reason of which has ceased with the union of the courts.

That the importance of the legal estate has not been diminished by the Judicature Acts is brought prominently to our notice by two cases which have been recently decided by the Court of Appeal, and to which we desire to call attention in this article. Both were cases of priority, and in both the question was whether the legal owner was by his negligence precluded from claiming the benefit of his legal ownership; and in both instances it was decided that he was not to be postponed. Although the facts of the two cases were very dissimilar, one relating to shares and the other to land, a common principle seems to underlie both decisions.

The first was a case of *France* v. *Clark* (32 W. R. 466), where the Court of Appeal, composed of the Earl of Selborne, C., Cotton and Lindley, L.JJ., affirmed the decision of Fry, J. The facts were shortly as follows:—The plaintiff, France, being the registered owner of ten fully paid-up shares in the Anglo-Egyptian Banking Company, deposited the certificates with Clark to secure £150, and gave him at the same time a "transfer in blank"—*i.e.*, a deed of transfer executed by the transferor, but in which the date, the consideration, and the name of the transferee were left blank. Clark, thus furnished with the *indicia* of ownership, handed over the certificates and the transfer in blank to Quihampton to secure £250. This sum was advanced without notice of any claim by the plaintiff. Shortly afterwards Quihampton filled in his own name as transferee, and applied for and obtained registration of the shares. The circumstances under which registration was thus obtained were much discussed; but we need not advert to them, for the court held that registration in the name of a transferee only gives complete effect to a prior *valid* transfer; and, since in this case the validity of the transfer was the real question in issue, the fact of registration left the rights of the parties unaltered. Quihampton's insertion of his own name in the deed of transfer was a mere nullity, and the legal ownership did not thereby become vested in him, but remained in France, the original mortgagor. The aspect of the case with which we are at present concerned is that France, a legal owner, was not postponed to a purchaser for value without notice on the ground of negligence. "It was pressed on us," said the Lord Chancellor, "that the plaintiff had, by the blank transfer and certificate, enabled Clark to represent himself as the true owner of the shares, or as having power to deal with the shares as owner. The documents, however, themselves showed that Clark was not the owner. Nor was there any evidence of mercantile usage to the effect that holders of such documents are treated as having the right to transfer the shares referred to in the documents, as if such holders were the owners of the shares." That is to say, a transfer in blank is not in the nature of a negotiable instrument, and the transferee does not stand in the position of a *bonâ fide* holder for value of such an instrument. This conclusion seems to ignore the intention of the original owner in giving his mortgagee unlimited power of dealing with the shares; and the Lord Chancellor seems, in his judgment, to admit that the effect of giving the certificates and a blank transfer to a creditor is to enable him to complete his security by obtaining registration, and that he is thereby intrusted with the requisite authority for that purpose. But, after noticing this difficulty, the judgment continues: "Granting this, what follows? Only that the creditor to whom such authority is given may execute it or not for the purpose of giving effect to the contract in his own favour as he pleases; but not that, if he does not execute it, he can delegate the like authority for purposes foreign to, and possibly in fraud of, that contract." The result seems to be that if, in this case, Clark had obtained registration in his own name, he might then have created a valid security in favour of Quihampton, but, having omitted that intermediate formality, he could only transfer his security subject to all equities existing between him and his mortgagor.

The second case to which we have referred is *The Northern Counties of England Fire Insurance Company* v. *Whipp* (*ante*, p. 429), and there the question was, whether a legal mortgagee of land can be postponed to a subsequent equitable mortgagee, on the ground that by his negligence the mortgagor obtained possession of the title deeds, and was thereby enabled to lead the equitable mortgagee to believe that he was obtaining a first legal mortgage. So far as material to our present purpose, the facts were as follows:—Crabtree was the general manager of the plaintiff company, and gave them a legal mortgage of certain property to secure £4,500. The title deeds were deposited in the company's safe, of which they permitted Crabtree to have a key. This was the negligence on which the claim of the subsequent mortgagee was founded. Crabtree abused his position, abstracted the deeds, and, representing himself as the legal owner, induced the defendant to advance £3,500 on what purported to be a legal mortgage of the property. The judgment of the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) was delivered by Fry, L.J., who elaborately discussed the previous authorities relating to title deeds and priority, and came to the conclusion that negligence without fraud is not sufficient to deprive a prior mortgagee of the advantage of the legal estate. It was admitted that the plaintiff company were guilty of great care-

lessness in the custody of their securities, carelessness which the Lord Justice remarked might be called gross; but as it did not amount to evidence of fraud, the plaintiff company were not deprived of their priority. "The case was argued," said Lord Justice Fry in the course of his judgment, "as if the legal owner of land owed a duty to all other subjects of her Majesty to keep his title deeds secure; as if title deeds were, in the eye of the law, analogous to fierce dogs, or destructive elements, where, from the nature of the thing, the courts have implied a general duty of safe custody on the part of the person having its possession or control."

It is certainly strange that the point raised in this case should never have been previously decided, but such appears to be the fact. Now, however, it must be taken to be the law that negligence, on the part of a mortgagee, in the custody of his title deeds will not postpone him to a subsequent mortgagee without notice. The decision imports a new danger for those who advance money on mortgage; for by no precaution or inquiry could the defrauded mortgagee in this case have discovered the prior security. A legal mortgagee is postponed if, without some reasonable excuse, he permits the mortgagor to retain the title deeds: *Worthington* v. *Morgan* (16 Sim. 547), *Clarke* v. *Palmer* (L. R. 21 Ch. D. 124); or if, having received them, he hands them back to the mortgagor to raise money on a second mortgage: *Briggs* v. *Jones* (L. R. 10 Eq. 92); and it seems to us that, without unduly extending the principle of these decisions, a mortgagee who, by gross negligence, suffers his mortgagor to obtain possession of the deeds, might have been punished by loss of priority.

THE LUNACY LAW.

The recent cases of Mrs. Weldon and Mr. Scott have recalled public attention to the state of the law regarding the care and custody of lunatics and persons alleged to be of weak mind and incapable of looking after their own affairs; and the moral to be derived from them is so "pointed," and the evil they disclose so glaring, that if we were permitted to hope for *any* reform out of which no political capital can be extracted, we might be tempted to look forward to some amelioration of the law in question. For the two cases we have mentioned strikingly illustrate not only the great blot in the law as it exists; the fatal facility with which a perfectly innocent and inoffensive person can be deprived of liberty by a charge preferred behind his back, and which he is powerless to meet; but also the ease and completeness with which an adequate remedy can be provided, and the thorough efficiency of such remedy, when honestly applied.

The jury who have found Mr. Scott incapable of managing his affairs may or may not have been justified by the evidence; and even if they were so justified, looking merely at Mr. Scott's *present* condition, it may be more or less questionable whether that condition is not directly attributable, in part at least, to his previous confinement in Bethlehem Hospital; but however these things may be, the fact that all the circumstances of his case were made the subject of a full examination, in the face of day, before a perfectly disinterested tribunal, and that the evidence upon which that tribunal acted was taken under the sanction of an oath, and subjected to the test of cross-examination, relieves the case of the character of oppression which must cling to even the most honest proceeding conducted after the *ex parte* fashion authorized by law. What that fashion is has been publicly described already, and as the accuracy of the description has never been impugned, even by the most thoroughgoing advocates of the present system, we venture to transcribe it here:—

"Two medical men, neither of whom need be, or ordinarily is, possessed of any special acquaintance with the subject of mental phenomena, have separate interviews with the victim, whom they may, and often do, then meet for the first time in their lives; they come, or may come, to this interview carefully primed as to the 'delusions' to which the 'patient' is subject; and their instructor must be a bungler indeed, or the case a singularly hopeless one, if sufficient cannot be elicited from some peculiarity of temper or manner to justify, or seem to justify, the foregone conclusion desired. In accordance with this conclusion a certificate is then signed, which suffices to warrant the forcible arrest of the victim, and his removal to a house of detention (called a private asylum) from which his chances of liberation are in inverse proportion to the truth of the accusation—for such it is in effect—against him."*

One or two special peculiarities connected with this proceeding are worthy of notice here:—1. The whole proceeding is ordinarily set on foot by some near relative of the alleged lunatic, generally one of his or her next of kin—*i.e.*, by the very person who may have the strongest motive for desiring to control the result. Take, for instance, the proceedings against the late Mr. Wyndham, a *cause célèbre* at the time, and matter of interesting legal history now; it was manifestly of the highest importance to General Wyndham to prevent his dissipated and spendthrift bachelor nephew, at once from alienating the family estates by his caprice or extravagance, and from intercepting their devolution to the General or his sons by marrying and leaving issue. We do not say that these motives actuated, or would have actuated, General Wyndham to the extent of inducing him knowingly to prefer a false charge of insanity against his nephew—that young man's actions were quite eccentric enough to account honestly for any suspicion of the kind—but we do not doubt that manifest self-interest, such as we have described, would greatly conduce toward his acceptance of the idea, and it is well known that, but for the accident which enabled the "patient" to communicate with his solicitor before his seclusion was completed, everyone would have accepted his lunacy—which was negatived by the jury—as an unquestionable fact. Indeed, we have heard the Master before whom the inquiry was held maintain that a great injury had been done because Mr. Wyndham had not been prevented from squandering his property. It may be—it is unnecessary for our purpose to discuss the question—that it would be wise, in the interest of families, to introduce into England something of the nature of the old Roman law, by which the property of "Prodigus" was taken out of his hands and administered for his benefit by "curatores" duly appointed; but in the absence of any such provision it is surely indefensible to attempt to compass the same end by preferring an odious charge, with the effect of depriving the accused, not only of the control of his property, which might be desirable, but of his personal liberty, and even of incapacitating him from contracting those family relationships which, to most of us, go to make up the greater part of that for which life "is worth living."

2. The "evidence" upon which so terrible a result is based is absolutely untested. The victim is not confronted with his accusers, who may, and generally do, appear to him in the guise of simple visitors, always intrusive, and often intentionally offensive, if, indeed, it could ever be otherwise than offensive to be questioned about your private affairs, or what you deemed such, by a stranger who declines to "tell you his business." The signature to the certificate is, in ordinary cases, conclusive. Even if the alleged lunatic ever sees it, which is unlikely, he has no means of disproving it, and no opportunity of testing the circumstances under which it was procured or the grounds upon which it was based. The persons signing the certificate are unsworn; and though it may be said, and possibly with truth, that in the case of persons in this position the absence of the formula of oath is of little or no consequence, the same cannot be said of their consequent immunity from the penalties of perjury, to which they ought, in our judgment, to be made amenable whenever such a certificate was shown to have been recklessly, even if not corruptly, given. And, greatest evil of all, they are not subjected to any examination in the interest of the "patient." Those who remember the confident evidence given by more than one physician of note in the Wyndham case, the completeness of the case as presented to the Master on paper, and its utter and ignominious collapse when they were subjected to cross-examination by Sir Hugh Cairns, will require no argument to convince them that not even the most "authoritative" opinion is trustworthy, in a matter of such supreme importance as personal liberty, until it has been tried in the crucible of public cross-examination before an unprejudiced auditory.

3. For the wrong thus perpetrated—if and when an erroneous detention takes place—there is practically no remedy. In the very rare case where a sane man so imprisoned is able to bring his case before the visitors in such a form as to convince them of his sanity—and it must be remembered that they, naturally, approach the case with a prejudice the other way—he is thereupon discharged as "cured"; and, instead of obtaining redress for his

* Transactions of the Social Science Association, 1878, pp. 11, 12.

grievance, is expected to show his gratitude to those by whose instrumentality he has been "rescued from his malady." It is only in the almost impossible case of an *escape* that there is any hope of justice or compensation. And how slight that hope is, even under the most favourable circumstances, Mrs. Weldon's case establishes only too clearly.

The remedy for all this is simple, practical, and efficient. The most atrocious criminal is not deprived permanently of his liberty until his case has been investigated before, and decided upon by, a jury of his countrymen; and if no one would think of inflicting permanent imprisonment without public trial as the result of crime, however flagrant and notorious, with what consistency can we apply to misfortune a rule which we consider too harsh for guilt?

Three objections have been made, and, so far as we are aware, but three, to the proposal to require an investigation before a jury, and conducted by a competent official, judge, master, or commissioner, in *every case* of detention on an allegation of lunacy.

1. The expense. But where the lunacy was proved this would properly fall to be paid out of the estate; and surely there is no way in which a man's estate can be more properly applied "for his benefit" than in securing that he is not deprived on insufficient grounds of his right of control over his own movements. And in the cases where the verdict was against the lunacy we can conceive nothing more righteous, nor more likely to repress frivolous, wanton, or corrupt charges of this nature, than that the whole burden of the expense should be thrown upon the person making the unfounded charge. There would remain the cases where either the lunatic, if so found, or the applicant, if in the wrong, had no estate sufficient for the purpose. The first case would have to be dealt with under the law relating to pauper lunatics; and it surely is not too much to expect the country to be as willing to pay for a proper inquiry into the sanity of a poor man as it has shown itself to be to pay for his maintenance when his lunacy is established; and, moreover, the great majority of pauper cases are instances of obvious imbecility or dangerous mania; in the former, the inquiry would be simple and the expense trifling, while the latter are as legitimate occasions for public expenditure as any other dangers to the public safety.

The other class of cases, where the charge proves to be unfounded, but the person making it is unable to pay the costs, presents more difficulty; but in this case it would be far less hardship on the alleged lunatic to be obliged to bear his own expenses of clearing himself from the unfounded charge—a risk which he runs in common with any other successful defendant who may find a pauper plaintiff—than that for the sake of saving his purse he should lose his liberty—

"Et propter vitam vivendi perdere causas."

Moreover, the cases of false charges of this kind among very poor people are very rare; one advantage of your poverty being that, as your labour is probably the most valuable property you have, it is not ordinarily for the interest of your relations, by depriving you of liberty, to deprive themselves of their participation in the fruits of your labour.

2. The consequent exposure of family "skeletons." But this, so far from being an objection, seems to us a positive advantage in the proposal. The hereditary nature of insanity is now so well established, and the terrible effects of propagating the taint so disastrous to the community, that the public interest seems to demand that all proveable cases of insanity, particularly when congenital—and these are the very cases in respect of which the objection is urged—should, so far as possible, be exposed to public view, for the very purpose of doing that which family pride seeks to prevent—*i.e.*, checking the dissemination of the disorder by warning the public of the danger of matrimonial alliance with the family. And even if that was not so, we cannot suppose that in the present day anyone would sincerely contend that the liberty and happiness of the members of any given family, however dignified, illustrious, or powerful, ought to be sacrificed to the sensitiveness of a *conseil de famille*.

3. The distrust of the medical profession implied in the proposal. This was the theme of the medical men present on the two occasions when this question was discussed by the Social Science Association, and one very eminent gentleman even went so far as to denounce it as a "stigma on an honourable and deserving profession." But surely this is "buncome." Does anyone suppose that any slur is cast upon solicitors because they are called upon to give their evidence on oath? Or on the county magistrates because they cannot sentence a thief to imprisonment without a trial in open court? Do the doctors now feel themselves under an undeserved stigma because they are liable to be sworn and cross-examined as to the cause of death in every coroner's inquest? And is the liberty of an alleged lunatic of less value than that of a thief? Or the grounds of medical opinion of more inscrutable nature in the case of mental than of physical disease? Nay, would not the honest men, who can "give a reason for the faith that is in them," thereby gain an advantage over those who, though equally able to "certify," would more often fail to justify their certificates when examined into? And ought not all the best members of a profession which we believe to be, on the whole, as high-minded and honourable as any in England, to rejoice in any alteration of the law which would throw fresh difficulties in the way of the black sheep which disgrace it, as they do every other profession and walk of life "where men do congregate?"

There are various other points upon which, in our opinion, the laws relating to the care and custody of lunatics require careful revision and extensive alteration, but the point to which we have called attention on the present occasion is so completely the pivot and centre of the whole question, that without it all other possible reform would be insufficient; while, if it be once effected, the entire system will have been so ameliorated that further reforms, which would be merely a question of time, might well stand over for a further opportunity.

REVIEWS.

IRISH LEASES.

FORMS OF LEASES AND OTHER FORMS RELATING TO LAND IN IRELAND; WITH INTRODUCTIONS AND NOTES. By JOHN HENRY EDGE, Esq., Barrister-at-Law. SECOND EDITION. Dublin: Edward Ponsonby.

This book contains a good deal that is very strange to the ignorant Saxon. How would any of our readers, not hailing from Ireland, provide for the depasturing of "twenty collops of black cattle and sheep"? He must resort to Mr. Edge if he wants to solve the problem, but we question whether his ideas will be rendered perfectly clear even if he peruses the note at p. 52, from which he will learn that in Wicklow while "a horse is a collop and a half," it takes "a two-year-old heifer and a yearling together" to make a collop. And how would the English lawyer understand a provision against letting "in conacre except for the purpose of being solely used"? And what would the English country solicitor or land agent say to the note at at p. 100, that "the advisability of the insertion of a covenant prescribing the rotation of crops is very doubtful, as any attempt to enforce it would probably only create ill-feeling between the parties." Where will the downtrodden English farmer get a lease of an arable farm (except on Lord Leicester's estate) which does not provide for the rotation of crops? There are, however, many things in the book which even an English lawyer can understand. For instance, Mr. Edge says in his note, at p. 9, that, "previous to the passing of the Conveyancing Act of 1881, it was usual in building leases to secure the performance of the contract to build on the part of the tenant in the lease itself, by a clause of re-entry and forfeiture in case of its non-performance; but since the passing of that Act, which, by its 14th section, places almost insuperable obstacles in the way of ejectment in such cases, on a proviso for re-entry, a preparatory agreement is the most effectual means for obtaining its fulfilment." If this is correct, the former Irish practice was very different to the English; but we think that a useful hint may be derived from Mr. Edge's form of agreement for a building lease. We do not much like the arrangement of the clauses or the wording of clause 11, which provides in effect that the agreement shall not operate as a demise, "and that, until the execution of the lease, the tenant [*sic*] shall have no right, either at law or in equity, to the possession of the premises, or the rents and profits thereof, but merely such rights of user, and of ingress, egress, and regress, as may be absolutely necessary for the purpose of erecting and completing the said shop and buildings pursuant to these presents." It would have been better in the first clause of the agreement to expressly grant the builder licence or power of entry to build, and to limit clause 11 to providing that the agreement shall not create any tenancy. But the point we wish to call attention to is that, since section 14 of the Conveyancing Act, 1881, it is not advisable to insert the usual provision at the end of

agreements for building leases creating a tenancy at will. Section 14 refers to "a right of entry or forfeiture under any proviso or stipulation *in a lease*." The word "lease" is nowhere defined in the Act, but it may be held to include any document which creates a tenancy. In order, therefore, to exclude the provisions of section 14 it seems necessary to restrict the builder's rights under the agreement to a mere licence. The greater number of the precedents are of leases and agreements for leases, but Mr. Edge also gives precedents of fee farm grants, conditions of sale, conveyances, mortgages, marriage settlements and wills.

AGREEMENTS.

PRACTICAL FORMS OF AGREEMENTS RELATING TO SALES AND PURCHASES, ENFRANCHISEMENTS AND EXCHANGES, MORTGAGES AND LOANS, LEASES, LETTING AND RENTING, HIRING AND SERVICE, BUILDING AND ARBITRATIONS, DEBTORS AND CREDITORS, AND NUMEROUS OTHER SUBJECTS; WITH A VARIETY OF USEFUL NOTES. By H. MOORE, Esq. William Clowes & Sons (Limited).

We learn from the preface that many of the precedents contained in this book are taken "from drafts used in the course of fifty years' practice"; and we think we may surmise that some of them were first concocted towards the commencement of the fifty years' practice. The ripe luxuriance of verbiage in what Mr. Moore calls his "full forms" can only have grown up in the genial climate of the pre-Davidsonian period. Thus, in the "full form" of "agreement for sale and purchase of a freehold estate of inheritance," we find "pounds sterling" still flourishing. The vendor expressly agrees to produce "the title deeds and documents comprised in such abstract [or such of them as shall be in his possession or under his control] for examination therewith at the said office of Messrs. A., B., & Son [between the hours of —— and —— in the —— noon] on the day appointed for that purpose"; and, after agreeing, on payment of the residue of the purchase-money, "by [good and effectual] conveyances and assurances," &c., &c., to "convey [and assure] the said premises unto or for the use and benefit of the said [purchaser] or as he shall direct," the vendor carefully provides that, "for the doing thereof he, the said [*vendor*], shall not be required to travel from D. aforesaid." A "short form" follows, which, however, preserves, in substance, the provisions above cited, but omits to mention the time of the day at which the deeds are to be produced. Then, at p. 35, we have "a curt form" of agreement for sale of a cottage and garden, which also provides for the production of "the title deeds and documents." The somewhat antique form of the agreements for sale is probably explained by the statement we have given from the preface, but the mode in which they have been "adapted" to the Conveyancing Act, 1881, has occasioned us a good deal of surprise. We find that in the agreements for sale Mr. Moore makes the vendor "as the beneficial owner," or (p. 75), "as sole, absolute, and beneficial owner," agree to sell. The reason for this is stated in a note at p. 6 to be that "a significant importance is attached to these words [as beneficial owner] by the Conveyancing, Act, 1881; and therefore it seems proper to use them here." Mr. Moore unfortunately fails to explain what "significant importance" is attributed by the Conveyancing Act, 1881, to these words when they occur in an instrument in which a person neither conveys nor is expressed to convey. Again, we observe it is provided in many of the forms of agreements for sale, including the "short form" at p. 21, "that the Conveyancing and Law of Property Act, 1881, shall apply and be applied to this contract." The necessity for this seems to require some explanation. But this occasions us less surprise than the very peculiar profession or practice which the vendor, at p. 64, is recited to have carried on—viz., "the profession or practice of a solicitor of [Her Majesty's Courts of Law and Equity, and] the High Court of Justice and Conveyance" [*sic*]. Probably a capital letter has been inserted, and a letter omitted, by mistake at the end of the last word, but Mr. Moore ought to know that the proper designation of a solicitor is not, as he again states it to be at p. 70, "a solicitor of the High Court of Justice." The book has evidently cost its author a great deal of labour, and we regret that we cannot speak favourably of it.

CONVEYANCING.

STATUTES AFFECTING THE PRACTICE OF CONVEYANCING PASSED IN THE YEARS 1874, 1881, 1882; COMPRISING THE VENDOR AND PURCHASER ACT, 1874; CONVEYANCING ACTS, 1881 AND 1882; SETTLED LAND ACT, 1882; AND THE MARRIED WOMEN'S PROPERTY ACT, 1882. By T. CYPRIAN WILLIAMS, Barrister-at-Law. H. Sweet.

This work has at least one characteristic which distinguishes it from most other legal treatises—namely, it begins with a quotation in German from Goethe's "Faust," and ends with a rather feeble joke about a barrister's bill of sale of his wig, gown, bands, and law library. Between these two *termini* we have searched unsuccessfully for any further manifestations of a humorous vein, and have found instead a learned commentary, section by section, on the five extremely serious statutes indicated in the title of the book. So far, indeed, is Mr. Williams from any approach to flippancy, that he occasionally adopts a ponderous formality of diction suggestive of superior wisdom. To this the following passage will bear witness:—"The framers of our laws," he says at p. 241, "moved doubtless *inelegantiâ juris*, have at length interposed, and provided the above enactment to supply the defect of the Statute of Uses. The English system of conveying freeholds by means of the Statute of Uses is thus rendered completely symmetrical, and nothing seems now wanting to its perfection but the quality of reason." Mr. Williams takes the opposite course to that generally adopted by printing his notes in large, the statutes in small, type; a course not without its advantages, when, as here, the notes are longer than the enactments to which they are appended. As to the matter of these notes we can speak with approval. The author has evidently read *more* than the head-notes of the cases which he cites, and has thought for himself on the subject of the new statutes. He does not follow blindly the *dicta* of the text-writers; and, indeed, seems to enjoy stating "that it will be seen from the preceding paragraph that the writer is compelled to differ from those learned gentlemen for the reasons given therein." However valuable may be the author's opinions, actual decisions are, perhaps, still more valuable. We are, therefore, somewhat surprised to find that a good many cases which should have been cited are not referred to under the sections to which they relate. These omissions seem to us a serious defect in a work devoted to statute law; the first duty of an editor being to supply his readers with all the judicial interpretation which the statutes have evoked. We have also noticed several instances in which the *Weekly Notes* are alone referred to for the report of a case which has been elsewhere fully reported; and, after saying this, we need scarcely add that there are no additional references to contemporary reports. The author, indeed, seems to have rested satisfied with the perusal of his *Law Reports*, and such "recent decisions" as may be found in them.

THE FACTORS' ACTS.

THE FACTORS' ACTS (1823 TO 1877), WITH AN INTRODUCTION AND EXPLANATORY NOTES. By HUGH FENWICK BOYD and ARTHUR BEILBY PEARSON, Barristers-at-Law. Stevens & Sons.

This little work deals with the four Factors' Acts. There is an introduction occupying nineteen pages, and terminating with a useful epitome of the clauses of these Acts which are at present in force. Next follow the four Acts, with notes introduced between the sections (pp. 21—114). An appendix contains the Larceny Act, 1861, and a somewhat meagre index ends the book. Three things, as it seems to us, are necessary in order to produce a thoroughly satisfactory work upon such a subject as the Factors' Acts. First, a knowledge on the part of the authors of the special matters they undertake to expound. With regard to this there is little doubt that the authors of this work fulfil our requirement. Next, they must possess the power of expressing themselves clearly and simply; and, lastly, they should separate (in a manner clearly indicated to the reader) their treatment of the existing law from their treatment of the law as it has been in the past. With regard to these last two conditions the authors hardly satisfy us. There is a want of lucidity of expression about their work, and they do not sufficiently subordinate the purely historical side of their subject. After reading the introduction we had expected otherwise with regard to this latter point, for in it the authors tell us that "it would be travelling beyond their limits to treat the law on this subject historically." Yet, notwithstanding this declaration, they proceed only a few pages further on (pp. 32—42) to give a long disquisition upon the past law relating to factors, the provoking part of which is that no indication is given to the reader to show him at a glance, by a change of type or otherwise, that the past, and not the present, law is being here treated of. We regret having to speak thus of this little book, as we feel that had the authors put simply and clearly the existing law, carefully subordinating, by means of different type or otherwise, the past law on the subject, they would have produced a work of considerable merit and utility, possessing, as they undoubtedly do, the knowledge requisite for such an undertaking.

BANKING.

THE PRACTICE OF BANKING. By JOHN HUTCHISON. Vol. II. Effingham Wilson.

Mr. Hutchison, in issuing the second volume of his work on banking, informs us that "from the very great success which has attended the first volume, and the numerous commendatory letters received from bankers in all parts of the United Kingdom, he has derived much encouragement in the prosecution of his labours." This

second volume is, we think, an improvement upon the first, but it is still a very unequal production. For the statistics and special information it contains, for the explanations of technical terms, and for the carefully-compiled tables, the reader—especially the young banker—will have much to thank Mr. Hutchison for. He will find all he can reasonably want to know about "rating bills," "deposit receipts," "returning unpaid cheques," the Bank of England rates, the procedure of the Stock Exchange, and other matters in connection with his business too numerous to mention. On the other hand, he will, we think, be justly aggrieved by such superfluous matter as the long note on bubble companies at p. 200, the quotation from Silius Italicus in the preface, and from the Old Testament, at p. 208. With regard to the purely legal part of the book, we have to complain of the Married Women's Property Act and Bills of Exchange Act being relegated in the *addenda* to Vol. I., to lengthy foot-notes, and also of a very heavy treatment of the *Mayor's Court case* (29 W. R. 870), which takes up as much as fourteen pages. We observe with satisfaction, however, that *Harding* v. *Williams* (28 W. R. 615), which we have always thought wrong, is fully criticised.

CORRESPONDENCE.

R. S. C. 1883, ORDER XXXI., RULE 26.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It may interest and amuse some of your readers to see the working of ord. 31, r. 26, being the rule compelling a party to an action to pay £5 into court before he can obtain an order for discovery.

In a case of ours the parties consented to waive the payment, but in vain.

The costs of paying the money into court were 16s. 4d., and of getting it out £4 17s. 2d.; total, £5 13s. 6d. for a deposit of £5.

5, Bedford-row, April 28. ROYLE, FOSS-SMITH, & ROYLE.

ASSAULT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I was last week instructed to serve a summons on a shopkeeper resident in Brighton. On my calling at the shop a man, apparently the owner of the premises, after learning my business, seized me by the collar and violently thrust me into the street. I naturally objected to this treatment, and requested his name and address, which were refused. I then called in a constable, who was unable to obtain the information, and refused to take the man into custody, or assist me in any way whatever. Later in the day I called at the police station, and saw there the superintendent, and required that a summons should be issued, or that the man should be taken in charge. "We cannot issue the summons until you furnish the name and address, and we won't take the man into custody. You must follow him about until you obtain these particulars."

The effect of this piece of officialism was to deprive me of any remedy against the person committing the assault. I shall be glad to learn whether the police were justified in thus, as it seems to me, arbitrarily refusing to take any steps against the offender, or to allow me to do so.

A case similar to the above came under my notice in London a short time since; but, in that instance, the constable, when called in, took the offender into custody on his refusing his name.

Is there one law for Brighton and another for London?

FREDERICK RICHARD, Solicitor's Clerk.

14, Ironmonger-lane, E.C., April 30.

At the sitting for public examination of Messrs. Parker, on the 24th ult., Mr. Aldridge, on behalf of the trustees, said that the clear assets were roughly estimated at £40,000 or £50,000, but the amount would depend upon the solution of various knotty questions. The meeting was adjourned to the 10th of July.

On Tuesday, before Huddleston, B., and Grove, J., the case of *Hughes* v. *Morgan* was mentioned in reference to a change of the venue from Shrewsbury to Carmarthen, and it was intimated to the court that counsel had agreed to this change. Huddleston, B., observed that before the next circuits there might be considerable alterations, and Carmarthen might cease to be an assize town for the trial of civil business. Several assize towns in England might also be in the same position. If this should apply to Carmarthen, then counsel would have to come to the court again. Counsel said that he should be glad to try wherever the Carmarthen cases should be tried. Grove, J., said the matter was too vague at present. If anything should happen perhaps counsel could agree; but, if not, they could come to the court.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 11, RR. 1—4—SERVICE OUTSIDE THE JURISDICTION—BREACH OF CONTRACT OUTSIDE JURISDICTION—AGREEMENT TO SUBMIT TO ENGLISH JURISDICTION.—In the case of *Daniell* v. *Oakley*, before Chitty, J., on the 24th ult., an application was made by the plaintiff for leave to serve the defendant, who was outside the jurisdiction, with the writ in the intended action. It appeared that, in 1881, the plaintiff, being a British subject and resident in this country, and the defendant, being a subject of the United States, but resident in Paris, entered into a partnership deed, which contained a provision whereby it was expressly agreed between the parties that the deed and all matters connected with the partnership should be construed and decided according to English law, and should not be in any way subject to the law of France or America, but that the English court should have jurisdiction in all questions between the partners, any rule of law to the contrary notwithstanding. The deed was prepared in this country, where it was executed by the plaintiff. It was forwarded to the defendant for execution in Paris. He then executed it, and the partnership business was then carried on. In 1882 a third partner was admitted, and a sum of £2,000 paid by him in Paris was divided between the plaintiff and defendant. The plaintiff stated that he had recently discovered that the incoming partner had paid the defendant, without the knowledge of the plaintiff, a further sum of £1,000, as the price of his admission to the partnership, and the plaintiff claimed a moiety of that sum. It was submitted by the plaintiff that, even although his application might not be within the cases of service out of the jurisdiction allowable under R. S. C., 1883, ord. 11, rr. 1—4, and notwithstanding that it had been decided that the rule was exhaustive (*Re Eager, Eager* v. *Johnstone*, 31 W. R. 33, L. R. 22 Ch. D. 86), yet it was permissible to treat the defendant as having contracted himself out of the benefits of the rule. CHITTY, J., said that he was of opinion that the plaintiff was entitled to the leave asked for. He had, however, some doubt on the matter. It might, however, possibly be that the effect of the proviso was that a breach of contract had been made within the jurisdiction such as would fall under ord. 11, r. 1 (*c*.). The application was *ex parte*, and the plaintiff would take the order at his own risk.—COUNSEL, *David Jones*. SOLICITORS, *Stileman, Neate, & Stileman*.

R. S. C. 1883, ORD. 55, RR. 10, 15—ADMINISTRATION JUDGMENT—DISCRETION OF JUDGE.—In a case of *Re Jennings, Stock* v. *Jennings*, before Chitty, J., on the 25th ult., an application was made for a decree for administration of the personal estate of a testator. The plaintiff was a creditor, and the defendants were the executors, and the application was made with their consent. The chief clerk not having jurisdiction to make the order by virtue of ord. 55, r. 15, the matter was mentioned to the court. It appeared that the assets consisted of some stock-in-trade, worth about £200, and a leasehold property, the value of which did not appear. The debts, exclusive of that of the plaintiff, which amounted to about £150, were about £400. The urgency of the application was that a creditor had obtained judgment in the county court for a sum of £30; the bailiff of the court was in possession of the stock-in-trade, and it was feared that a realization by him would be prejudicial, and it was desired that the plaintiff might have leave to pay out the execution without prejudice to any person. The chief clerk had intimated that it was a proper case for an administration judgment. CHITTY, J., said that he must exercise an independent judgment in the matter. He could lay down no general rule as to when he should or should not grant administration orders, but every case must be governed by its own circumstances. The present he did not consider a case for any administration judgment, as the assets appeared to be so small in value, nor would he make an order for the matter to go to the county court.—COUNSEL, *Bramwell Davis*. SOLICITORS, *Jaques, Layton, & Jaques*, for *Watson & Dickson*, Bradford.

PRACTICE APPEALS FROM CHAMBERS.*

(Before GROVE, J., and HUDDLESTON, B.)

April 26.—*Sykes* v. *Schofield*.

Ord. 11, r. 1—Notice of writ served out of jurisdiction—Necessary or proper party to an action.

Appeal by the plaintiff from an order of Mathew, J., in chambers, refusing leave to serve a notice of the writ in the action upon one Forsdyke in New York.

The action was commenced against the defendant as indorsee of a promissory note for £229 made by Forsdyke, indorsed by him to a firm of Pendle & Waite, and by them to the plaintiff.

The plaintiff's affidavit alleged that the action was brought against the defendant as trustee in bankruptcy of Pendle & Waite; that the plaintiff had received the note from them for value; that it was made by Forsdyke, and indorsed by him to Pendle & Waite; that Forsdyke was a necessary and proper party to the action properly commenced against Schofield; and that the plaintiff was desirous of adding him. Neither Schofield nor Forsdyke had any defence, and judgment might be had here less expensively and more rapidly than in New York.

Wallace, for the plaintiff.

Per Curiam.—Forsdyke, although not a necessary, would seem to be a

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

proper, party to the action within the meaning of ord. 11, r. 1 (*g*.) It is not required that he should be both necessary *and* proper.

Appeal allowed.

Solicitors for the plaintiff, *Burns & Berridge*, for *Sykes, Ramsden, & Sykes*, Huddersfield.

April 24.—*The London and Provincial Stock Exchange Company* v. *Willis.*

Order 14—Unconditional leave to defend—Defence of fraud.

This was an appeal by the defendant from an order of Field, J., confirming an order of Master Hodgson, giving the defendant leave to defend on paying into court the sum of £230 claimed in the action by the plaintiffs for differences and commission upon Stock Exchange transactions in which the plaintiffs acted as brokers for the defendant.

The defendant, in answer to a summons taken out by the plaintiff under order 14, filed an affidavit, in which he alleged that he would be able to prove at the trial of the action that the prices charged against him in respect of the transactions upon which the claim was based were fictitious and concocted, and were a fraud upon him.

Anderson, for the defendant.—The defendant's affidavit discloses such facts as ought to be deemed sufficient to entitle him to defend. In such a case to state his charges more specifically would be to show his brief to the other side.

Lane, for the plaintiff.

Grove, J.—In order to entitle the defendant to be allowed to defend, the facts disclosed in his affidavit must justify a reasonable belief that the defendant is entitled to succeed in the action; or, at least, must amount to a plausible defence. The allegations here are too general to be plausible. A test is afforded by the consideration whether, if the facts are false, the deponent could well be convicted of perjury for swearing to them. Here he could not.

Huddleston, B.—The case is governed by the judgment of Lord Blackburn in *Wallingford* v. *The Mutual Society* (L. R. 5 App. Cas. 685, at p. 701).

Appeal dismissed.

Solicitors for the plaintiff, *Wright & Co.*

Solicitors for the defendant, *Phillips & Son.*

April 24.—*Hamilton, Fraser, & Co.* v. *Staley, Radford, & Co.*

Special case stated by consent under ord. 34, r. 1—Amendment of.

The plaintiffs, being shipowners, brought an action against the defendants to recover £10,000 for demurrage of the plaintiff's ship by the defendants, the charterers. Upon the close of the pleadings in the action, it was agreed by the parties, under ord. 34, r. 1, to state a special case, and a special case was accordingly prepared, settled by counsel on both sides, and finally agreed. After this had been printed and set down for hearing, the plaintiffs' solicitors, on the 1st of March 1884, wrote to the defendants' solicitors, saying that on further consideration of the case, it appeared to them that the cause of the detention of the ship was not properly or sufficiently indicated, and asking to add a paragraph, which was enclosed. They added that if the paragraph was not accepted, they would apply to amend the case.

To this the defendants' solicitors replied:—"Under counsel's advice we accede to your request to re-open the special case; and will adopt your draft amendment subject to the modification thereof shown in red ink."

In reply, the plaintiffs said that, unless their amendment was accepted without modification, they would prefer to let the case stand as originally drawn. The defendants demurred to both suggestions, and contended that the case having been re-opened by consent, if counsel on either side could not agree as to the amendments, they had better be referred to an arbitrator to settle. The plaintiffs refused to take this course, and the defendants applied in chambers that they should be at liberty to amend the paragraph in question, and, failing an agreement as to the terms of the settlement, that it be referred to an arbitrator to settle, or that the special case be struck out of the paper until the said paragraph should be finally agreed between the parties; and upon the 24th of April the defendants moved the court for the same purpose on appeal from Field, J.

L. E. Pyke, for the defendants.—The effect of the correspondence was clearly to re-open the special case for the purpose of properly stating the cause of the delay of the ship. It was impliedly agreed by the parties that if they could not agree as to the precise terms by which that object was to be attained, they should be determined by an arbitrator.

Rabson, for the plaintiffs.

Per Curiam.—It is settled practice that where a special case is stated by consent, after it has been finally agreed and signed by counsel on both sides, it can only be re-opened by mutual consent. We do not think that the plaintiffs here agreed to re-open the case. They only asked permission to insert a particular amendment. In the absence of consent to re-open, the case should not be altered even by recourse to an arbitrator.

Appeal dismissed.

Solicitors for the plaintiffs, *Williamson, Hill, & Co.*

Solicitors for the defendants, *Irvine & Hodges.*

At the Central Criminal Court, on the 24th ult., the trial of Mr. Edward George Tattershall, solicitor, was deferred till the next sessions, the defendant meanwhile being admitted to bail in two sureties in £250 each.

BANKRUPTCY CASES.

QUEEN'S BENCH DIVISION.

In Bankruptcy.

(Before Cave, J.)

April 8, 9.—*In re Wilson & Mellersh, Ex parte The Trustee.*

Bankruptcy—Deed—After-acquired property—Lien or charge—Act of bankruptcy.

This was an application on behalf of the trustee in the bankruptcy of Wilson & Mellersh for an order declaring that a certain deed of the 8th of November, 1877, did not in July, 1882, confer upon Messrs. Stokes & Co. any lien or charge upon the then plant, machinery, or stock-in-trade of the bankrupts; that the property did not vest in Stokes & Co. by reason of the said deed; and that the execution of the said deed by the bankrupts amounted to an act of bankruptcy. In 1877 T. Wilson, the father of the first-named debtor, carrying on business in Bermondsey, was a large debtor to Stokes & Co., who, in September of the same year, compelled him to assign the business to one Vane. Vane carried on the business for a short time, but it was subsequently arranged that Wilson, son of the original debtor, and Mellersh should carry on the business. In order to secure Stokes & Co. the deed of the 8th of November was prepared, and it was thereby provided that, while the property in the business should pass to Wilson & Mellersh as purchasers, Stokes & Co. should "retain and have a lien and charge, not only upon all the property agreed to be sold to the purchasers, but also upon all substituted or after-acquired plant, machinery, or stock-in-trade and other effects which from time to time should belong to the purchasers, or either of them, in connection with their said intended business." It was also provided that Stokes & Co. might at any time enter into possession of the said premises and after-acquired property. Wilson & Mellersh carried on the business until 1882, but in July of that year Stokes & Co. went into possession, and sent notice to all debtors of the bankrupts that all debts were to be paid to them. £6,100 was then owing by the bankrupts to Stokes & Co., and £729 to other creditors, the whole available assets being £4,300.

Winslow, Q.C. (*Vaughan Williams* with him), for the trustee.—The proceeding is of a suspicious character. It is proved that in July, 1882, the stock-in-trade, &c., of the bankrupts consisted of goods bought on credit and not paid for. I contend that Stokes & Co. could have no lien on this until after they entered into possession. By *Holroyd* v. *Marshall* (10 H. L. C. 191) the rule is established that an assignment of this kind is capable of passing after-acquired property only if such property is capable of being ascertained *in specie*. Furthermore, it must have been intended by the deed to give either an immediate interest or a power to seize. The true interpretation of the deed is that which is honest—namely, that it was intended to provide that when Stokes & Co. wished to close their security they might step in and take possession, and then have the legal title, but that until then they should have no title.

Willis, Q.C. (*A. T. Lawrence* with him), were not called on.

Cave, J.—The first thing which I have to do is to construe the deed of the 8th of November, 1877. In so doing I must first ascertain the intention of the parties from the words of the deed and the circumstances of the parties. Clause 9 of the deed contains these words:—"Stokes & Co. shall retain and have a lien and charge, not only upon all the property hereby agreed to be sold to the purchasers, but also upon all substituted or after-acquired plant, machinery, stock-in-trade, and other effects, which from time to time shall belong to the purchasers, or either of them, in connection with their said intended business." Clearly, therefore, it was intended that Stokes & Co. should have a charge upon the after-acquired property. But it is suggested that there are words at the end of the clause which give Stokes & Co. a legal interest, and that, therefore, I ought to be satisfied that the parties did not intend to create a lien or charge. But there is no inconsistency. The first set of words give an equitable lien, and the second transform this into a legal interest. That is my construction of the deed according to the well-known canon, that every part of the document has a meaning. Mr. Winslow's suggestion leaves the words giving a charge on after-acquired property quite meaningless. Looking at the circumstances again, I find that they are such as to warrant a belief that this was the intention of the parties, and that they could have had none other. Stokes & Co. wished to give Wilson & Mellersh an opportunity of continuing the business, and this was the only security they could possibly have. But Mr. Winslow says that Stokes & Co. will be paid out of other peoples' money. They will; but only to this extent, that other people need not have parted with their goods to Wilson & Mellersh without money. If they have done so it is subject to the charge to Stokes & Co. It is quite legal to take such a charge, and as for the argument that it is contrary to public policy, it is one in which I always suspect an attempt to make me say that the law ought to be different from what it is. This being the correct construction of the deed, is there any rule against it? Several cases have been quoted, the chief of which is *Holroyd* v. *Marshall* (10 H. L. C. 191), from which I understand that equity allows a charge on after-acquired property provided it can be ascertained *in specie*. This is the true test, and here the things can be ascertained *in specie*. In *Reeve* v. *Whitmore* (33 L. J. Ch. 63) there was no such provision for an equitable lien. As to the contention that the necessary effect of giving the lien to Stokes & Co. was to defeat and delay creditors, and that it, therefore, amounted to an act of

* Reported by J. E. Vincent, Esq., Barrister-at-Law.

bankruptcy, it is only necessary to look at the circumstances. All that Stokes & Co. did was to put their own property into the hands of the debtors, and to take their security in contemplation of the possibility, but by no means of the probability, of bankruptcy. The history of the case shows the absence, rather than the presence, of a fraudulent intent. The bankrupts never had any choice in the matter at all, and I do not follow the argument that, although the deed may not have been an act of bankruptcy, the putting it into execution was.

Motion dismissed, with costs.

Solicitors for the trustee, *Linklater & Co.*

Solicitors for Stokes & Co., *Smiles & Co.*, for *Duignan & Co.*

April 22.—*Re W. H. Wilkinson, Ex parte The Official Receiver.*

Bankruptcy—Section 27 of the Bankruptcy Act, 1883—Examination of witnesses.

This was an application for an order to the effect that an assignment, dated the 17th of December, 1883, whereby the whole of certain property belonging to the debtor was assigned to his brother in satisfaction of a debt, was void, that the property might be ordered to be handed over to the official receiver, and that the assignee under the said assignment might be ordered to render an account. The debtor, W. H. Wilkinson, had carried on business as a hatter in Upper-street and in Liverpool-street, Islington, in leasehold premises, and had deposited the leases at the offices of the Cripplegate Loan Society as security for advances. He had also borrowed money from his brother, G. B. Wilkinson, who issued a writ on June 23, 1883, for money lent, and recovered judgment. At this point the matter rested until the 3rd of December, when G. B. Wilkinson wrote, threatening to levy execution unless the whole of the premises and stock in Liverpool-street were assigned to him. The assignment hereinbefore mentioned was accordingly made on the 15th of December, and, on January 5 of the present year, W. H. Wilkinson filed his petition.

Bigham, Q.C. (*Chalmers* with him), for the official receiver.—I propose to examine the brothers Wilkinson under section 27 of the Bankruptcy Act, 1883.

Cooper Willis, Q.C. (*Oswald* with him), for the brothers Wilkinson.—I do not object to an examination of the witnesses, but the examination under section 27 has already been held before the registrar.

Bigham, Q.C.—An *ex parte* application has been made for leave to examine the debtor and his brother as hostile witnesses under section 27. This is analogous to the practice under the old Act when a deed was impeached. [Cave, J.—I see no objection to the witnesses being examined; they are here for the purpose; but counsel for the official receiver must confine himself to the matter in question, the examination must be for a specific purpose, and no leading questions must be asked. It is immaterial whether or no they are treated as hostile witnesses.]

Cooper Willis, Q.C.—I do not object so long as the witnesses are not examined under section 27. *Willey* v. *Wright* (31 W. R. 553, L. R. 23 Ch. D. 118), decided under section 96 of the Act of 1869, which is practically identical with the 27th section of the Act of 1883, shows that the power is not one of summoning witnesses, but summoning for purposes of discovery.

The debtor and his brother were then examined, and the remainder of the case turned upon the question whether or no there had been a fraudulent preference.

It being ultimately decided that there had been no fraudulent preference, *Willis*, Q.C., applied that the official receiver might be made personally liable for the costs; but Cave, J. ordered that the respondents should be paid their costs out of the estate in priority to all others.

Solicitor for the official receiver, *W. Aldridge.*

Solicitors for the respondents, *Freeman & Winthrop.*

PRIVATE DEEDS OF ARRANGEMENT.

At a meeting of the creditors of Robert Riddleough, baker, at Rochdale-road, Manchester, was held on the 25th ult., at the offices of the official receiver, Mr. C. J. Dibb. The statement submitted by the official receiver showed there was a deficiency of £528 16s., and that the causes of failure had been losses in trade, bad debts, and depreciation in property. The official receiver's observations appended to the statement were:—"At present I am under the impression the debtor has been carrying on business after he was aware of his insolvency; at all events, I shall have to require a clearer explanation how the deficiency has arisen than has been given." Mr. Dibb reported to the meeting that there was an adjudication, and that the estate was under £300. He would consequently be the trustee unless the creditors desired to appoint someone else.

Mr. J. Knowles, who has acted as solicitor for the debtor, said that Mr. H. Vaughan, junior, chartered accountant, had been appointed trustee under a private deed.

Mr. Dibb pointed out that all the creditors had not assented to the deed, and Mr. Vaughan was, therefore, in the position of a trustee who had wrongfully accepted a trust. He had not yet fully considered the matter, but he thought at present it would be his duty to take proceedings against Mr. H. Vaughan, with a view to get him to account for the gross amount he had received under the trust deed, leaving it to the registrar to say what items Mr. Vaughan might claim to have set off. This was the first case which had come before him in which a trustee had been appointed under such circumstances, and it was desirable that it should be properly dealt with so that trustees might know what risks—if it turned out that there were risks—they ran in acting under a deed to which all the creditors had not assented. He was of course not acting in a hostile spirit to Mr. Vaughan; it was not a personal question at all. The meeting resolved to leave the matter in the hands of the official receiver.

CASES OF THE WEEK.

Liquidation Resolution—Registration—Sanction of Court—Petition filed between Passing and Commencement of Bankruptcy Act, 1883—Bankruptcy Act, 1883, s. 170.—In a case of *Ex parte Hempstead*, before the Court of Appeal on the 28th ult., a question arose as to the effect of section 170 of the Bankruptcy Act, 1883, which provides that "after the passing of this Act no composition or liquidation by arrangement under sections 125 and 126 of the Bankruptcy Act, 1869, shall be entered into or allowed without the sanction of the court or registrar having jurisdiction in the matter; such sanction shall not be granted unless the composition or liquidation appears to the court or registrar to be reasonable and calculated to benefit the general body of creditors." This section applies only to liquidation or composition resolutions passed in the interval between the passing of the Bankruptcy Act, 1883, and its general coming into operation on the 1st of January, 1884. In the present case the question was whether registration had been rightly refused of some liquidation resolutions passed during that interval of time, and inasmuch as the court (Baggallay, Cotton, and Lindley, L.JJ.) were of opinion that, having regard to the provisions of the Bankruptcy Act, 1869, independently of the Act of 1883, the registrar was right in refusing to register the resolutions because the debtors had made an insufficient statement of their affairs, it became unnecessary to decide anything as to the effect of section 170. But Cotton, L.J., said that this section imposed a new fetter on the power of the majority of the creditors by requiring the sanction of the court to the resolutions. It said that the sanction was not to be granted unless the arrangement appeared to the court to be reasonable and calculated to benefit the general body of creditors, but he did not understand the latter clause as restricting the power of the court to withhold its sanction. He thought that the court might for other reasons refuse to give its sanction. But, if the debtor had made a proper statement of his affairs, and the majority, acting fairly, considered that a liquidation by arrangement or a composition was for the benefit of the creditors, he did not see why the court should consider that it was not for their benefit.—Counsel, *Cooper Willis*, Q.C., and *F. Cooper Willis*; *Sidney Woolf.* Solicitors, *C. A. Angier*; *Wainwright & Baillie.*

Proof in Winding up—Valuation of Security—Reservation of Right to Prove for Deficiency—Appropriation of Payments—Judicature Act, 1875, s. 10—Bankruptcy Act, 1869, s. 40.—In the case of *In re The Florence Land, &c., Company, Ex parte The Anglo-Italian Bank*, judgment was given by Chitty, J., the 26th ult. It appeared that the company being formed in 1870 a credit was opened by it with the bank, and a mortgage of an estate at Florence was given by the company to the bank for securing £55,000. In 1874, further sums being due, a sum of £83,000, payable by the company to the bank in instalments, the last of which fell due in 1879, was secured by a deed merging and incorporating the £55,000 mortgage, and covenanting that certain parties to the deed should be guarantors or sureties for the instalments to be paid. By the Italian law no more than £55,000 was recoverable under the mortgage. In 1877 the company was wound up. The bank in the winding up claimed to prove and be admitted as a creditor for £28,711, being the residue of the whole debt after deducting £55,000, and to have a claim reserved to it for £55,000 to be afterwards converted into a proof and admission as a creditor for such part, if any, of the £55,000 as should not be satisfied by the realization of the mortgage, and the bank claimed to retain, without deduction, all the securities for its debt without making any deduction, except the reservation for future proof of the £55,000. Since the date of their claim the bank had realized the mortgage and received on account of the £55,000 a sum of £39,764, leaving a balance unpaid of £15,236. It had received from the sureties on account of the £28,711 various sums, in all amounting to £10,280, all of which it had appropriated to the reduction of the £28,711, and the bank claimed that the £10,280, having been received since the time when it sent in its claim to be admitted as a creditor in respect of the £28,711, should not be deducted in whole or in part from the proof for the £28,711, so long as no more than twenty shillings in the pound should be received. The official liquidator objected to the proof of the bank that it was invalid, because the bank put no value on its security; but it was contended on behalf of the bank that the total indebtedness of £83,000 should be treated as consisting of two parts—namely, a secured debt of £55,000 and an unsecured balance, and that there was no authority which forbade a creditor to prove for the unsecured debt at once and wait to see what the deficiency would amount to before putting a value on the security. The official liquidator further objected that the sums received from the sureties must be applied in discharge of the whole £83,000. Chitty, J., referred to *Ex parte Good, In re Lee* (28 W. R. 278, L. R. 14 Ch. D. 82), and *Thompson* v. *Hudson* (19 W. R. 645, L. R. 6 Ch. 320). He held that no sound distinction could be taken between a security which was insufficient and a security which, by contract, was limited so as not to extend to the whole of the debt. The mortgage was not a security for any specific part of the £83,000, but for the debt as a whole. The proof was invalid and must be rejected. With respect to the contention that the bank was entitled to appropriate the sum which they had received

from the sureties to the unsecured portion of the debt, the sureties must be considered as sureties for the entire debt of £83,000, and what they had paid must, therefore, be treated as in reduction of the debt as a whole, and not as an appropriation to an unsecured balance. The claim of the bank in this respect also failed. Both proofs must, therefore, be rejected, but liberty would be given to the bank to put in a general proof. The bank must pay the costs of the adjournment into court.—Counsel, *Horace Davey*, Q.C., and *Ingle Joyce*, for the bank; *Crossley*, Q.C., and *Northmore Lawrence*, for the official liquidator. Solicitors, *Clements; Davidson & Morriss.*

Will—Construction—Vesting—Power of Sale, discretionary or imperative—Conversion.—In a case of *Morris* v. *Griffith*, before Pearson, J., on the 24th ult., the question arose whether a power of sale given by a will to executors was discretionary or imperative. The testator gave an annuity to his wife, and he gave and bequeathed to his seven children all his real and personal estate, after deducting the annuity, and after the death of his wife, the annuity, together with all rents, interest, and profits arising from his estate, to be divided between his seven children, but in case of the death of one or more of them, then between the survivors in equal proportions. And he directed his executors to sell and convert into money his furniture, lands, houses, tenements, and other property whenever it should appear to their satisfaction that such sale would be for the benefit of his children, and the money arising from such sale was to be invested in the names of the executors for the benefit of his children, and the income arising therefrom to be divided between his children in equal proportions. The seven children all survived the testator. One of them, who had attained twenty-one, afterwards died intestate. The real estate of the testator had not been sold. Pearson, J., held that the interests of the children vested on the death of the testator, and, on the authority of *Doughty* v. *Bull* (2 P. W. 320), that the direction to convert was imperative, and that it operated from the time of the testator's death.—Counsel, *Smart; Ryland; Crosskey.* Solicitors, *Belfrage & Co.*

Copyright—Code of Words for Use in Telegraphy—Infringement—Injunction.—In a case of *Ager* v. *Peninsular and Oriental Steam Navigation Company*, before Kay, J., on the 9th inst., the plaintiff, the proprietor of a book called "The Standard Telegram Code," sought to restrain the defendant company from infringing his copyright therein. The book in question was intended to obviate the errors which frequently occur in the use of ordinary systems of telegraphy, from the alterations in the words of a message caused by the presence or absence of a pause between the several dots and strokes, to avoid which the plaintiff had compiled a list, selected from eight languages, of 100,000 words least liable to this sort of error, to each of which was ascribed a different combination of five of the ordinary numerals, 0 to 9. The list could thus be used by any one who desired to make a code of cypher telegraphy of his own, by attributing to any of these words, or to their corresponding numeral, any signification he might choose, and communicating the same to his correspondents. The book had been duly entered at Stationers' Hall under 5 & 6 Vict. c. 45, and was sold at the price of five guineas per copy. The defendant company had invented a code of signals for their own use, and, in so doing, had availed themselves largely of the plaintiff's publication; but, instead of printing their code separately, as an adjunct to the plaintiff's book, they had themselves printed the bulk of the words therein contained, appending to them numbers and meanings of their own. Thus, any one obtaining a copy of the defendants' book could make use of nearly all the words included in the plaintiff's compilation; without ever actually seeing the plaintiff's book. The defendants admitted the plaintiff's copyright, and that they could not sell or even distribute gratuitously their book without infringement, but what they had actually done was to have about 150 copies printed, with the word "Private" marked thereon, of which they had distributed about fifty, solely among their own agents, and merchants with whom they corresponded by telegraph, and this, they contended, did not constitute an infringement of the plaintiff's copyright; moreover, as their own object would be defeated if their code became public, their making any public use of the plaintiff's book must, they argued, be out of the question; and that, from its nature, the plaintiff's book was intended to be copied in the way they had done so. Kay, J., said the facts of the case were peculiar, but he had no doubt that enough of the plaintiff's book was copied to constitute a serious invasion of his rights. To multiply copies of a material portion of a work was as much an infringement of the copyright therein, although differing in degree, as to multiply copies of the whole, and it had been long settled that, to multiply copies for private distribution among a limited class of persons, was just as illegal as if that were done for the purpose of sale. The justification attempted by the defendants failed, and there must be a perpetual injunction against their printing or distributing any more copies; those in their possession must be delivered up; the plaintiff was entitled to an inquiry as to damages, and to the costs of the action.—Counsel, *Rigby*, Q.C., *Warmington*, Q.C., and *J. R. Brooke; Glasse*, Q.C., *H. A. Giffard*, Q.C., and *Latham*.—Solicitors, *Wm. Gordon; Freshfields & Williams.*

Practice—Mortgage—Foreclosure Action—Time for Redemption by subsequent Incumbrancers—Shortening Time under Special Circumstances.—In a case of *Lewis* v. *The Aberdare and Plymouth Company*, before Kay, J., on the 7th inst., the practice of the court as to shortening the successive periods of redemption by incumbrancers subsequent to the plaintiff, in cases where special reasons exist for so doing, came under the consideration of the court. The action was by first mortgagees, to an amount of £128,000, for foreclosure of a mining property held under a lease expiring in the year 1900, which was much exhausted by working, and of which the rent was greatly in arrear; and it appeared from the evidence that the property could only be made valuable by a prompt expenditure of a large sum of money in sinking new shafts, and working what remained of the minerals. The mortgagors had gone into liquidation, and large arrears of interest were due to the plaintiffs under their mortgage. The subsequent incumbrancers consisted of two classes of debenture-holders, and the pleadings raised a question of priority between them, it being alleged that one class had not been duly issued under the articles of association of the defendant company. The plaintiffs asked that there should be only one period of six months fixed for redemption by all the defendants, and referred to the cases of *Bartlett* v. *Rees* (19 W. R. 1046, L. R. 12 Eq. 395); *General Credit and Discount Company* v. *Glegg* (31 W. R. 421, L. R. 22 Ch. D. 549), and *Smith* v. *Olding* (32 W. R. 386), to show that, under special circumstances, the court would so act, and contended that in the present case such circumstances did exist. On behalf of the liquidator of the defendant company and the debenture-holders, it was submitted that the court ought to allow the usual period of six months for redemption to the first set of incumbrancers subsequent to the plaintiffs, and of three months each to the second set and to the mortgagors. Kay, J., said that, in his opinion, the court ought not lightly to depart from the settled practice of giving successive periods for redemption. It appeared that Lord Hatherley in the case of *Beevor* v. *Luck* (15 W. R. 1221, L. R. 4 Eq. 537) had some hesitation in the matter, and he gathered from that and subsequent cases that there must be special reasons to induce the court to act otherwise. It seemed to him, however, that in the present case such reasons did exist, as it would be a hardship for the plaintiffs to be delayed whilst the priorities of the subsequent incumbrancers were ascertained. Moreover, the nature of the property rendered it especially liable to depreciation, and the chance of the defendants redeeming the large amount due on the mortgage was infinitesimally small. The plaintiffs, therefore, ought not to be delayed for the whole period allowed under the ordinary rule; and, under the circumstances, it would be proper to give all three sets of incumbrancers one period of nine months in which to redeem, and the judgment would accordingly be in that form.—Counsel, *Graham Hastings*, Q.C., *J. G. Wood*, and *A. T. Lawrence; Woodroffe, D. Sturges*, and *Phipson Beale.* Solicitors, *Robinson, Preston, & Snow; Clarke, Woodcock, & Ryland.*

Will—Clause of Forfeiture in Event of Bankruptcy—Validity—No Limitation over.—In a case of *Kino* v. *Picard*, before Pearson, J., on the 28th ult., a question arose as to the validity of a clause in a will forfeiting a life interest in the event of the bankruptcy of the legatee, there being no limitation over, or, at any rate, only an imperfect limitation over, which did not fit the events which had actually happened. The testator, by his will, gave various life interests in the income of his residuary estate, and there was a provision that the income to which any person or persons should or might become entitled for life under the will should not, nor should any part thereof, be aliened or alienable, assigned or assignable, for the life of such respective tenants for life, or for any shorter or less period, or interest, by any act or default of theirs, or bankruptcy, or any other act or operation of law; and that, in case any such person or persons entitled for life should charge, alien, or assign his interest, or any part thereof, either wholly or partially, or should become bankrupt, or should do or suffer any act or thing whereby such interest, or any part thereof, should become aliened or alienable, assigned or assignable, unto, or vested in, or charged in favour of any other person or persons than the person or persons by the testator designed to take the same, then, and in every such case, he declared that the life interest of every such party should be forfeited, and should cease and determine. But in such a case the testator directed that his trustees should pay and apply the annual income of the share of such person or persons committing such forfeiture to, or for the benefit of, the children or child of such person or persons in manner therein mentioned. One of the tenants for life had become a bankrupt. He was married, but had not had any children. The question was whether his life interest had become forfeited, and it was contended that the forfeiture clause could not operate because there was no limitation over which fitted in with the events which had actually happened. Pearson, J., held that the clause was capable of operating, and that the forfeiture had taken effect. He was of opinion that it was not necessary that there should be a limitation over, but that a mere clause of cesser was sufficient, and capable of operating. He thought that was really decided by Lord Cranworth in *In re Dickson's Trust* (1 Sim. N. S. 37); and what Wood, V.C., said in *In re Catt's Trusts* (2 H. & M. 46) was to the same effect. And, as no limitation over was necessary, his lordship could not conceive that an imperfect limitation over could affect the validity of the clause of cesser. The result was that the life interest of the bankrupt was undisposed of until he should have children. If he should hereafter have children it must be applied for their benefit, but, meanwhile, there was an intestacy in respect of it.—Counsel, *Everitt*, Q.C., and *H. Terrell; Higgins*, Q.C., and *Langworthy; Cookson*, Q.C., and *Sefton Strickland; Cozens-Hardy*, Q.C., and *Levett; Warmington*, Q.C., and *E. Ford; B. B. Rogers; Northmore Lawrence.* Solicitors, *Lumley & Lumley; Roy & Cartwright; Lewis & Lewis; Beyfus & Beyfus; Clayton, Sons, & Fargus.*

Will—Construction—Forfeiture.—In a case of *Fox* v. *Dolby*, before Pearson, J., on the 28th ult., a question arose as to the construction of a clause of forfeiture. A testator gave a fund to trustees upon trust for all and every his four daughters (mentioned by name) who should attain the age of twenty-one years, or should marry under that age, with the consent

(if so marrying after his death) of her or their respective guardians or guardian, in equal shares; but, if only one of his said children should attain the age of twenty-one years, or marry under that age with such consent as aforesaid, then the whole to such child; provided always, that, in case either of his said children should marry a Roman Catholic, or should become a member of the Church of Rome, one-half of the share to which the said child would become entitled should go to and be divided among such of his other children as continued members of the Church of England, equally, in augmentation of their respective shares. But, if there should be none of his said children who should attain the age of twenty-one years, or should marry with such consent as aforesaid, then the fund was to be in trust for such of his sisters as should be then living and the issue of any deceased sister. One of the daughters attained twenty-one, and afterwards became a member of the Church of Rome, and the question arose whether she had forfeited half her share. PEARSON, J., held that she had not. He thought it was plain beyond all dispute that, under the original gift, a daughter, on attaining twenty-one, or marrying previously with consent, would take an absolute indefeasible interest in her share. Then the ultimate gift over to the sisters was, not in the event of all the daughters marrying Roman Catholics or becoming members of the Church of Rome, but in the event of there being no daughter who should attain twenty-one or marry with consent. This seemed to him to clench the conclusion, which resulted from the first gift, that a daughter, on attaining twenty-one, or marrying with consent, took absolutely. He was of opinion that the forfeiture clause applied only to the case of a daughter becoming a Roman Catholic before attaining twenty-one or marrying with consent.—COUNSEL, *Cookson*, Q.C., and *H. J. Hood*; *Cozens-Hardy*, Q.C., and *Byrne*; *Higgins*, Q.C., and *Waggett*. SOLICITORS, *Darley & Cumberland*; *Guscotte, Wadham, & Daw*.

VENDOR AND PURCHASER—SALE BY ORDER OF COURT—POWER OF SALE IN TENANT FOR LIFE—FORM OF CONVEYANCE.—In a case of *Ferrier* v. *Ferrier*, before Pearson, J., on the 26th ult., a question arose as to the form of conveyance of land sold by the court in an administration action. The testator devised his brewery premises to his wife for her life, and after her death he devised the same to his brother, on trust to sell and to divide the proceeds of sale among the children of the brother. And the testator declared that, notwithstanding the previous trusts, it should be lawful for his wife at any time during her life to sell the property, and that her receipt alone should be a valid discharge to the purchaser for the purchase-money. And he declared that his wife should stand possessed of the proceeds of sale upon the trusts therein declared. The brewery was sold under an order of the court in the action, and a question arose as to the form of the conveyance to the purchaser. The purchaser insisted that the brother ought to join in the conveyance to him. Part of the property was copyhold, and the vendors desired to save the expense of the admission of the brother, and contended that it would be sufficient for the widow alone to convey in exercise of her power of sale. PEARSON, J., allowed the latter course to be taken, and directed a recital to be inserted in the deed to the effect that the widow was willing to exercise her power of sale, and that the court consented to her so doing.—COUNSEL, *Whitehead*; *Cozens-Hardy*, Q.C., and *Ryland* SOLICITORS, *Lucas & Son*; *Clarke, Woodcock, & Ryland*.

PRACTICE—CONDUCT OF PROCEEDINGS—ADMINISTRATION ACTION BY ACCOUNTING PARTIES.—In a case of *Allen* v. *Norris*, before Pearson, J., on the 29th ult., a question arose as to the conduct of the proceedings in an administration action. The action was brought by the trustees of the will against the beneficiaries, claiming the administration of the estate of the testator and the execution of the trusts of his will. In April, 1883, judgment was given declaring that the trusts of the will ought to be performed and carried into execution, and, the plaintiffs submitting to account, it was directed that certain accounts and inquiries should be taken and made. All the defendants (except one) appeared by the same solicitors as the plaintiffs. On a summons being afterwards issued to proceed with the accounts and inquiries, the chief clerk expressed an opinion that the accounting parties ought not to have the conduct of the proceedings, and that the conduct ought to be given to that defendant who appeared by different solicitors. A summons was then taken out by that defendant asking that the conduct of the proceedings might be given to him. PEARSON, J., thought it more convenient that the accounting parties should not have the conduct of the proceedings, and he gave the conduct to the defendant who asked for it.—COUNSEL, *E. S. Ford*; *Everitt*, Q.C., & *W. W. Cooper*; *Byrne*. SOLICITORS, *Chester, Mayhew, & Co.*; *J. J. & C. J. Allen*.

ADMINISTRATION—LIMITED GRANT—GRANT TO ATTORNEY—FOREIGN LAW—EVIDENCE—CERTIFICATE OF AMBASSADOR.—In the Probate, Divorce, and Admiralty Division, on the 29th ult., the case of *In the Goods of Prince Peter Georgwitch Oldenburg* involved an interesting question of Russian testamentary law. The deceased, who died at St. Petersburg on the 14th of May, 1881, was the son of Prince George Oldenburg and of the Grand Duchess Catherine Paulouria, who was the sister of the Emperors Alexander I. and Nicholas I. The deceased had executed a will, by which he had appointed his son, Prince Alexander Petrovitch Oldenburg, as his executor, but it appeared that, according to the law of Russia, the disposition of the estates of all the members of the Imperial family is in the sole power of the Emperor, and that any testamentary documents executed by them are disregarded. An arrangement for the disposition of the property of the deceased had been entered into by all the members of his family, and had been embodied in a document entitled an "Acte Définitive," bearing date the 17th of March, 1882, which, on the 29th of March, 1882, was confirmed by the Emperor Alexander III. subject to certain unimportant exceptions. By the "Acte Définitive" the said Prince Alexander Petrovitch Oldenburg had been declared the sole and absolute owner of 1,975 shares in the Dunaberg Vitesk Railway Company, and in respect of these shares it had become necessary to obtain administration in this country. A motion was now made for a grant of administration to Paul Solovieff as the attorney in this country of Prince Alexander Petrovitch Oldenburg. A copy of the "Acte Définitive" was produced, with a translation thereof, and also a certificate from the Minister of the Imperial Household and Appanages in Russia, declaring that the applicant was the sole and entire owner of the said railway shares on the basis of the Russian law and by virtue of the "Acte Définitive." There was also a certificate from the Russian Ambassador, bearing the seal of the Russian legation, in which it was recited that the law of Russia is to the effect above stated. *In the Goods of Klingeman* (3 Sw. & Tr. 18) was relied upon as showing that the state of the Russian law could be proved by the sealed certificate of the ambassador. BUTT, J., expressed himself as being satisfied with the evidence as to the Russian law. He made a grant of letters of administration with the "Act Définitive" annexed to the attorney in England of Prince Alexander Petrovitch Oldenburg, limited to the property of the deceased in England.—COUNSEL, *Pritchard*. SOLICITORS, *A. & H. White*.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The April general meeting of this society was held at the hall, Chancery-lane, on Wednesday, the president, Mr. E. J. BRISTOW, occupying the chair. There was an average attendance of members.

PRESIDENT'S ADDRESS.

The PRESIDENT, in opening the proceedings, said:—We have a long list of matters to-day of which we have received notice, and, I think, before we approach those notices, there are two or three subjects upon which, perhaps, you would like a little information, and I am not sure that the time so spent will be altogether wasted, as I shall, probably, be able to dispose of some of the matters as to which questions have been asked, and so clear the road for the consideration of other topics as to which discussion may be desirable, or, at any rate, inevitable. Those of you, who have been noticing what has been going on in Parliament, must be aware that the present session has been unusually prolific in bills relating to various matters of which the council must necessarily have taken cognizance. We have had a large number of Bills which have been important, both as regards the interests they affected, and the changes in the law they proposed to introduce. There have been no less than twenty Bills which we have had to refer to special committees of the council, and the reports of those committees, when brought up and adopted by the council, have been sent round to the parties in charge of the Bills, the law officers of the Crown, and any other persons it might be thought desirable to be made acquainted with our views in reference to the particular matters. We have had a Bill for the consolidation of the law of partnership, one for consolidating the Companies Act, another affecting the Middlesex Registry, and two Bills for altering very much, indeed, the law relating to the Yorkshire Registry. Then we have had one for abolishing copyholds, two for enabling leaseholders to acquire compulsorily freehold interests in their holdings, one for the establishment of district courts, another for the establishment of perpetual sittings in certain places in the provinces, also two Bills affecting the law of evidence, the principle of which the council approve, and in favour of one which it was understood would be proceeded with they presented a petition. We have had a Bill called the Royal Courts of Justice Bill, and against that the council have presented a petition. When the Judicature Rules came out, it was understood that they had been framed with the special object of reducing the cost of litigation. We were, therefore, not a little surprised to find that concurrently with these rules came a very considerable increase in the fees charged for various proceedings. The council took the matter into consideration, and they made a representation to the Lord Chancellor at the time. That representation has been answered somewhat recently by his lordship in a very long letter, which is practically only a manifesto in support of what was, we venture to think, an objectionable Bill by which it is sought not merely to perpetuate those charges, but to give powers to the Treasury practically to raise them to a very much greater extent, in fact to such an extent as may be found necessary to recoup the Treasury for the deficiency they were called upon to meet for the extra charges of building the Royal Courts of Justice, and also to insure against any loss from a diminution of fees in consequence of the simplification of the modes of procedure. These two measures might possibly involve something like £35,000, and the Bill really contemplates increasing the fees paid by the suitor by something like that amount. The principle upon which the Bill proceeds is that the cost of the administration of justice should be paid for exclusively by the suitors themselves. I think a great many reasons might be adduced in opposition to the justice of such a proposition as that. At any rate, we have felt that the carrying out of that principle, in the way proposed, was quite inconsistent with the reducing of the cost of litigation to the suitor, to which end we solicitors were called upon to make such a large sacrifice of our own remuneration. We have not only petitioned against the Bill, but have taken some trouble

to get up a statement showing the grounds of opposition, and that has been largely circulated in quarters where it is likely to have a proper influence. At the last meeting, on a motion of Mr. Crowder a resolution was passed affecting that somewhat obnoxious order 65, rule 11. The resolution you came to was—"That this meeting, whilst not desiring to diminish the due responsibility of the solicitor to his client, considers that the provisions of ord. 65, r. 11, in its present form, are inherently unjust and oppressive, and require alteration." With regard to that resolution, I may tell you we forwarded it to the Lord Chancellor, with a letter of our own strongly backing up the spirit of that resolution, and we have received a letter from his lordship stating that the letter and resolution have been forwarded to the Rule Committee for their consideration. Of course, we can carry it no further at present. Then, at the same meeting, we had a resolution passed, on the motion of Mr. Munton, as follows:—"That, inasmuch as the working regulations under the Judicature and Bankruptcy Rules are only next in importance to the rules themselves, this meeting is of opinion that a committee of fifteen members (five to form a *quorum*) ought to be appointed by the council to watch the working of the rules, and from time to time to report to the council, with the view of immediate representation to the authorities when circumstances require; the duties of the committee to terminate at the annual general meeting in 1885." The council immediately set to work to carry this out. We did our best to nominate a committee which should comprise gentlemen not only of large experience in the various branches of the law, but gentlemen also who would be likely to afford that leisure and give that attention to the business which it necessarily required if it was to be carried out at all thoroughly. We had, fortunately, two large committees nominated, not by the council, but elected by the general body of the members, as to which we had had a good deal of experience, and from which we were enabled to make our selection. These were the committees called the Judicature Committee and the large committee relating to the county courts. They were both very large committees, and we had been able to see how exceedingly well they worked together, and we were enabled to make our selection almost entirely from their members of the gentlemen we thought best able to serve upon the special committee, as follows:—Mr. W. F. Baker, Mr. V. I. Chamberlain, Mr. A. Crossman, Mr. G. A. Crowder, Mr. W. H. Gray, Mr. H. E. Gribble, Mr. John Hunter, Mr. J. A. Iliffe, Mr. J. M. Johnstone, Mr. F. K. Munton, Mr. M. D. Osbaldeston, Mr Richard Pennington, Mr. T. S. Preston, Mr. H. S. Ryland, and Mr. Spencer Whitehead. I think we scarcely could have selected a better number of gentlemen, nearly all of whom had been very active members of the large committees I have mentioned. They collected a good deal of information; they made reports to the council upon subjects which they considered ought to be brought to the attention of the authorities. These points were considered by us and were at once communicated to the Lord Chancellor, and everything in that way was thoroughly satisfactory. But the committee have done something else which I am inclined to think you will hear with even more satisfaction; they have managed to establish friendly relations with the Bar committee, with the result that the bar themselves have appointed a sub-committee to work in co-operation and connection with our committee with the view of mentioning to each other whatever points as to practice or in the rules might require correction, and of using concerted action for bringing about such reforms as both committees may consider necessary. Speaking for the council, I can say that the committee has given us thorough satisfaction. I hope it has given thorough satisfaction to all of you, after this explanation, even to the one gentleman who has, in respect of this particular committee, thought fit to give a notice almost approaching to a vote of want of confidence in the council. I find that Mr. Ford, amongst the numerous notices he has given, proposes to move, "That, in the opinion of this society, the Rules Committee of the society, recently appointed by the council, on the motion of Mr. F. K. Munton, is not a satisfactory Committee, and indicates a want of confidence by the council in the general body of members of the society." I venture to think that, after the explanation I have given, he will scarcely feel justified in moving that resolution. However, we shall see. Now I should have sat down and allowed the ordinary business to take its course, but that really, owing to the assiduity of our friend Mr. Ford, if I may refer personally to him again, there are so many notices of motion of his that the motions of other members—Mr. Macarthur and others—which relate to the Club question, will scarcely have a chance of being reached. You will probably like to know how that question stands, and we of the council are anxious you should have every information upon that point. You will recollect that, at the meeting of January 31, a recommendation to the council was adopted, and that recommendation went to this effect—it indorsed the opinion of the council that a club, under certain circumstances, would be an advantage to the society, but that it was desirable that the ballot should be done away with, and also that the entrance fee should be diminished. There was also to be a slight diminution in the annual subscription; the entrance fee was to be reduced by one-half; and the recommendation also went on to say that we were to endeavour, by putting ourselves in communication with the existing club, to see whether something could be carried out on these lines; but, in the event of no arrangement being come to with the club, the recommendation was that the council should be authorized to give the club notice to quit, and should make arrangements for constituting and carrying on a club under their direct supervision upon the footing of the existing club as modified by the above proposals. Immediately after the meeting, therefore, we communicated with the club committee, sending them the resolution to which our general meeting had come. They met to consider it, and the consequence was that they sent us a copy of a resolution which they had passed, deciding to wind themselves up. Therefore there was an end of that club and of all questions in connection with it. The duty still remained upon the council to carry out the latter part of the recommendation which had been adopted by the meeting—namely, to ascertain whether the general body of the members would be willing to act, so as to enable the council to carry out the suggestion for the formation of a new club, in which the ballot should form no part. Well, in order to do that we sent round circulars to every member of the society, requesting an answer by a certain date as to whether he would be willing to join a new club or not; and besides that, I understand, though I have not seen it, a circular was also sent out by certain members connected with the old club, with the view of impressing those members of the society who had not already assented of the importance of doing so. It seems to me that that circular was an exceedingly natural one, and there is not much fault to be found with the gentlemen who sent it out. Our friend, Mr. Ford, always a little hard to please, however, found a good deal of fault with it, and has written a letter to me on the subject in which he has rather hinted that he reserves to himself the right of publishing my answer. I am afraid I must say, therefore, that I have not sent him an answer to it. I am, however, able to tell you what has been the result of the circulars sent out, whether by the council or the gentlemen to whom I have referred. The number of assents are 398, of which 313 are from town members, 85 from country members, 205 being from members of the old club. Now, I have given you these figures and information very much in detail, because I see that Mr. Macarthur has given notice as follows:—"(1) That the replies received by the secretary to his circular, dated the 27th March last, headed 'The Law Society Club,' be laid before the meeting; (2) That a committee of members be appointed to examine and report thereon." I have not the slightest objection to the replies being laid upon the table, but I think that the statements I have made you will accept as correct, and will not think it necessary to have a committee to examine into the matter and vouch for the correctness of what I have told you. Now, then, with regard to the Club question, naturally you are all anxious to know what we are going to do. I do not think we feel that at the present moment we are in a position to do anything. The club has belonged to the institution almost, if not altogether, from the very first. It is not a matter which we feel ought to be dealt with with great precipitancy. We have yet to consider whether other members may not signify their assent, and, at any rate, what I should desire to press upon the meeting is that we, the council, should be allowed to rest without giving you any further explanation until our next meeting in July, by which time we probably shall be able to tell you definitely what we can recommend the society to do. But, while I am rather deprecating precipitancy, I am afraid I must tell you of another fact which indicates some precipitancy, at any rate, on the part of one of our members. Unfortunately, whilst all this negotiation has been pending, and we have been doing our best to carry out fairly as between all parties what may be right with regard to this question, Mr. Ford has thought it necessary to bring an action against the society and also against several members of the council individually. I have nothing, of course, to say as to any want of courtesy on Mr. Ford's part as regards ourselves—the proceedings have been conducted, of course, with all that courtesy and consideration which we should expect from him—but, at the same time, I think it was exceedingly unnecessary to have rushed into these proceedings at the present time. I am going to tell you a little bit about them. The writ was issued on the 20th of February, 1884; the statement of claim is delivered—that is somewhat material—at a very much later date, on the 13th of March. That date really will be material by-and-bye. The statement of claim is fair enough as far as it goes, except that it most carefully excludes a statement as to two other matters upon which I venture to think the whole case turns. The claim is—"(1.) That it may be declared that the alienating, or otherwise disposing, of a portion of the society's premises to the said Law Society Club, and permitting them to carry on thereon any club, or, in the alternative, a club to which the members of the society, as such, have no right to be admitted, was and is *ultra vires* of the society, and an improper disposition of a part of the society's property." The claim is that it shall be declared illegal to have any club as to which the ballot forms any part of its constitution. The next is—"(2.) That the defendants may be ordered forthwith to recover and resume possession of such part of the society's property as is now in the occupation of the said Law Society Club, and for that purpose to take all such steps as may be necessary or proper." Well, now, you will bear in mind all that this asks is that, neither as regards the existing club or any other club, should the council allow a club to be formed as to which the ballot forms any part. The date is the 13th of March. What really had taken place before that time? On the 16th of November the council had already come to a conclusion upon this question, and had passed this resolution:—"That, in the opinion of the council, it is essential that, as a condition for the use of any rooms in the society's building for the purpose of a club, any member of the society should be eligible for admission as a member of the club without ballot." As far as the council was concerned, the ballot question was at an end. Then comes the question of the club whether that club be allowed to exist. What had taken place? I find that, on the 5th of March, the club had passed this resolution:—"That this club be wound up, and that the committee be authorized and directed to make, at their absolute discretion, all the necessary arrangements for winding up the club, and to agree with the Council of the Incorporated Law Society for delivering up to them the club premises at such time as may be most opportune." That is dated the 5th of March in the present year. It was not made public, as far as any circular of ours is concerned, until the 27th of March, some days after Mr. Ford had delivered his statement of claim; but it is perfectly clear that the fact of such resolution having been come to was a matter of public knowledge before that date, for, although I find no notice of it in the journal with which Mr. Ford is so

intimately connected, I find in the SOLICITORS' JOURNAL of the 8th of March, a week before the statement of claim is filed, this remark:—"We understand that, at a meeting of the members of the Law Club, held at the Law Institution, on Wednesday last, a resolution in favour of the dissolution of the club was carried by a large majority." I think I may well assume that Mr. Ford, who is supposed to direct the intelligence department of the other journal, must have known of this, and therefore he must perfectly have known that the ballot question was disposed of and the club disposed of. I cannot help thinking these proceedings therefore very unnecessary, and I cannot see why Mr. Ford should have thought it necessary to launch this statement of claim except that he had got his fireworks ready and thought he must let them off. But I think the proceedings, if I may venture to say so, very unnecessary, and no exception to the general rule that things which are unnecessary are very mischievous. I am very sorry that they should have taken place. The council were proceeding steadily and with due consideration for all parties to have the question settled in accordance with everybody's wishes, and at the last meeting I told you nothing would be done without the matter being brought fairly and fully before the members. I am very sorry to have to make these remarks, but I am quite sure that if our friend had given a little more consideration to this resolution and exercised a little less precipitancy and a little more prudence. we should have been spared what I cannot help thinking an indignity. When questions of this kind arise we have within the four walls of this hall a sufficient amount of legal knowledge and common sense to settle any such domestic differences without airing them in public. I have made this statement not at all with a view of interfering with any remarks gentlemen may wish to make in the event of the club notices being reached, but in order that you may have this information if time should not allow us to reach those notices. With regard to the Rules Committee I ought to state we have had a communication from that committee—which consists at the present time of fifteen members—stating that they find there is really so much importance to be attached to the working of the Bankruptcy Rules and so many things to suggest, that they would be glad to have five members added to the committee with a special knowledge of bankruptcy. Probably, therefore, you will allow me at once—it is a matter which will not require any discussion—to move "that the council do add to the Rules Committee five additional members."

Mr. NEWMAN seconded the motion.

Mr. CHARLES FORD asked whether they were to be taken from the council or the general body.

The PRESIDENT: From the general body.

The motion was carried unanimously.

Mr. E. KIMBER asked whether the letter of the Lord Chancellor with regard to the Royal Courts of Justice Bill referred to by the president would be circulated amongst the members.

The PRESIDENT did not think that course would be justifiable. If it was understood that whenever they received a communication they were at liberty to rush into print with it, those making the communications would feel themselves very much hampered.

Mr. KIMBER: Have you replied to the letter?

The PRESIDENT: No further than that we have taken action to oppose the Bill. There would be no object in replying to it.

Mr. KIMBER: Is there any objection to any member having a copy?

The PRESIDENT: No objection to his calling and seeing it.

COUNTY COURTS.

The following notice stood on the paper:—"Mr. F. K. Munton will move: That it is desirable to adopt the recommendations contained in the County Court Report presented by the society's committee, subject to a separate vote being taken on the last resolution, as to which the committee were equally divided."

The PRESIDENT remarked that the report of the County Courts Committee was referred to a committee of the council, and there was considerable difference of opinion between the two committees. The council had thought it right to circulate amongst the members both the reports, inasmuch as a difference of opinion was, in some cases, on cardinal points; and it had been suggested to Mr. Munton that a conference should take place between a section of the County Courts Committee and a portion of the committee of the council, with a view to getting their joint recommendations brought together more clearly than they could be gathered from the two reports, and that, therefore, this motion should stand over until the next meeting.

Mr. MUNTON quite agreed to this course.

THE BAR COMMITTEE.

Mr. FORD asked the following question, of which he had given notice:—"Whether the council are in communication with the recently appointed Bar Committee in regard to the discipline of the bar, and in regard to the proceedings of such committee as reported in the *Times* of the 20th February last, page 11."

The PRESIDENT said the report unquestionably did not come from the Bar Committee. It was simply stated to be a letter from a barrister of many years' standing, who, therefore, ought to have known better. The committee had not put themselves into communication with the Bar Committee in reference to the matters referred to in the letter. They had put themselves in connection with them with regard to several other matters, but the letter in question referred to matters which would perhaps some day be discussed, but the time had scarcely yet come for such discussion.

AMALGAMATION OF THE TWO BRANCHES.

Mr. FORD withdrew the following notice of motion:—"That this society learns with satisfaction that the question of the amalgamation of the two branches of the legal profession in Ireland has been recently under the consideration of the Irish Incorporated and other Irish law societies, and feels that the time is not far distant when, on public grounds, it may be expedient to consider the same question as applied to England."

LEGAL PROCEDURE COMMITTEE'S REPORT.

Mr. FORD had given notice of motion:—"That the council do print and send to every member of the society a copy of the second or supplemental report of the special committee of the society on legal procedure."

The PRESIDENT said this second report was a very valuable one—one made especially to aid the council in their communications with Lord Coleridge's committee. It had been largely adopted by the council in their communications with that committee, and a great deal that it recommended was carried into effect, but it was never intended for general publication. The council were of opinion that it would not be beneficial to the society that the report should be made public and circulated. It was intended for a special object, which it had well answered. It dealt very freely with certain matters, and it was not desirable to circulate it.

Mr. FORD withdrew the motion.

MOTIONS IN THE CHANCERY DIVISION.

Mr. FORD moved:—"That the interests of suitors and the convenience of the profession require that the practice which obtains in all the other divisions of the High Court of setting down motions and of taking them in the order in which they stand in the lists should be extended to the Chancery Division, and thus avoid the present confusion, expense, and delay which arises in such division in connection with motions to the court."

The PRESIDENT said the council entirely concurred in the suggestion. They thought it an exceedingly proper matter to be referred to their own rule committee, and they would take care that it was attended to, and would, therefore, consider the motion as carried.

ASSISTANT EXAMINERS.

Mr. FORD moved:—"That it is not desirable that the office of assistant examiner of the society should be conferred upon the partners of members of the council of the society."

Mr. KIMBER seconded the motion, remarking, however, that he thought it most improper.

The PRESIDENT said the society had seventeen examiners. Of course, the council had considerable difficulty in getting the right sort of men. They required not merely men of legal knowledge, but men who possessed an aptitude for acting as examiners. Out of the seventeen there appeared to be three gentlemen who were connected with members of the council. One of these was Mr. Walters, brother to Mr. W. Melmoth Walters, another was Mr. Rogers, a partner of Mr. Grinham Keen, the other was Mr. Osbaldestone, partner of Mr. Roscoe, member of the firm of Field & Co. The council had thought that in securing the services of these three gentlemen they were fortunate in having gentlemen of whom they had some kind of assurance from those who knew them that they really had the necessary qualifications. He ventured to hope that the society would not pass this resolution, which seemed almostl ike a reflection upon the council.

Mr. FORD said he had brought the motion forward from a conscientious feeling. He was not satisfied with the nature of the questions put to the students.

The PRESIDENT could only say that the council did their best. They had a most careful set of examiners. All the questions were submitted to the council. No question was allowed to be put before it had passed the ordeal of a sub-committee of the council, and no candidate was allowed to be plucked after his answers had been checked without his case again passing before a committee of the council. They took the very greatest pains in setting the papers and to see that no candidate was harshly dealt with. He had hoped it was one of those matters which had given the public and the members generally a great amount of satisfaction.

Mr. FORD wished to withdraw the motion, but the meeting would not permit that course to be adopted, and it was negatived by an overwhelming majority.

COMMITTEES OF THE COUNCIL.

Mr. FORD asked the following question:—"How many committees of the council are there, and what are the special duties of each, and how often do such committees meet?"

The PRESIDENT replied that, up to the 2nd of November last, a certain system had prevailed of having a number of standing committees to which various subjects were referred as they cropped up. On that date the council came to the conclusion that, instead of standing committees, they would appoint special committees having particular regard to the subjects to be considered. In the period between May and November 2 they had ninety-four meetings of the standing committees, and, from the 2nd of November down to the present time, they had had 106 meetings of the special committees, so that, during the twelve months, they had had 200 meetings, which made something like one for every working day, the president and vice-president being *ex officio* members of every committee. Each meeting averaged about one and a half hours in duration.

THE HALL.

Mr. EDWARD BROMLEY moved:—"That, having regard to the present very indifferent acoustic properties of the hall, the council be requested to consider whether any and what measures can be taken to remedy the existing defects of the building."

Mr. PHILLIMORE seconded the motion.

The PRESIDENT said they were all painfully aware of the defective

acoustic properties of the hall. He did not know what would be gained by discussing the matter, but, if any suggestions were made to the council, they would be considered.

Mr. FORD, Mr. J. R. MACARTHUR, Mr. MELVILLE GREEN, and Mr. KIMBER having spoken, the motion was carried.

THE CLUB.

Mr. FORD moved, and Mr. W. P. W. PHILLIMORE seconded, "That it be an instruction to the council in future issues of the Law Society's Calendar to give information as to any club or other like institutution in occupation of part of the society's premises."

The PRESIDENT was desired by the council to say that they thought this information should be given, and would take it as carried by the meeting as an instruction to them, and the terms of the motion should be given effect to.

Mr. PHILLIMORE asked—"(1) Whether the opinion of counsel has been taken as to the legality of the new club suggested in the circular, dated the 27th of March last, and, if so, what is its purport? (2) Why no information has been given to members in the above circular of an action, or actions, brought against the council in respect of the law club? (3) Whether the council, in view of the additional room now at their disposal, will take steps to prevent the hall and library being closed for examination purposes?"

The PRESIDENT replied as follows:—(1) Opinion had not been taken as to the legality of the new club suggested in the circular of the 27th of March last. (2) It was a fact that the circular did not state that the action had been commenced. He did not know that there was any reason for the suppression of the fact, for it was a matter of public notoriety, but they were asking a definite question, and it did not appear very necessary that the fact should be stated. He could give no other reason than that it did not occur to the gentleman who drafted the circular. The circular had relation to the new club and the action was confined to the old club. However, as a matter of fact, it did not appear necessary, and they did not mention it. (3) The council had been exceedingly anxious to prevent any inconvenience to the members by at all unnecessarily closing the hall or any other part of the building. The members might rest perfectly satisfied that whenever the council had rooms at their disposal they would make use of them so as not to inconvenience the members of the society.

Mr. J. R. MACARTHUR moved, and Mr. R. J. MACARTHUR seconded, "That the replies received by the secretary to his circular, dated the 27th of March last, headed 'The Law Society Club,' be laid before the meeting."

Several members took objection to this course, and the motion was negatived.

Mr. J. R. MACARTHUR, therefore, withdrew the second motion as follows:—"That a committee of members be appointed to examine and report thereon."

Mr. T. W. ROSSITER asked: "What is the result of the promised negotiations between the council and the Law Society since the last special general meeting in reference to the Law Club question?"

The PRESIDENT answered that he rather imagined this really had been the crucial point all through. If they could have continued the ballot there could have been no difficulty in continuing the club on reduced terms as regarded entrance fee and subscription. The club had been exceedingly unwilling to give way on that question, and he had no doubt that practically that was the one subject which had been considered.

The following notice of motion by Mr. GEO. WHALE was postponed until the next meeting:—"That (in lieu of the proposed new club for such members as pay special fees) the council be requested, as soon as possible, to open luncheon, coffee, and smoking rooms for the benefit of members generally."

THE ACTION AGAINST THE SOCIETY.

Mr. ROSSITER asked the following questions:—"(1) Whether the statement appearing in the *Times* and other newspapers, to the effect that an action has been commenced against the Council of the Law Society in reference to the Law Club, is correct; and, if so, the parties to, and the nature of, such action, and its present position? (2) What (if any) steps the council propose taking with a view of ascertaining the opinion of the society whether any such action ought, in the interest of the society, to be defended or not?"

The PRESIDENT replied as follows:—(1) The action was brought by Mr. Charles Ford as plaintiff, styling himself "On behalf of himself and all other the members of the defendants, the Society of Attorneys, Solicitors Proctors, and others, not being barristers, practising in the Courts of Law and Equity of the United Kingdom, except the last six defendants." The defendants were "The Society of Attorneys, Solicitors," &c., and six members of the council; himself, he supposed because he happened to be the president; Mr. C. T. Saunders, the vice-president; Mr. B. J. L. Frere, Mr. F. Halsey Janson, Mr. N. T. Lawrence, and Mr. W. Williams. The pleadings had gone to this extent—statement of claim delivered, statement of defence delivered; and within the last day or two Mr. Ford had given his reply, and he (the President) understood he had given them notice of trial for the 10th of May. (2) The council had not taken, and did not propose to take, any steps with a view of ascertaining that the council were the governing body of the society, and thought the action should be defended.

Mr. H. STARKEY COLDICOTT moved:—"That it is desirable that the opinion of the general body of members should be taken on an early date as to whether the action of Mr. Charles Ford in the High Court in regard to the Law Club question should be defended."

Mr. J. R. MACARTHUR seconded the motion.

Mr. JAMES WALTER asked whether it was competent for any member to assume to act on behalf of the general body of the members without their consent. This was a proceeding which reflected on the society in the highest degree, and was calculated to disparage it in the eyes of the world. It was a most ill-judged and ill-advised proceeding, and they ought to give a distinct and emphatic indication of the impropriety of bringing this action. The high tone of the society and its moral influence much more concerned the members than a question of individual proceeding, and that tone and influence ought not to be permitted to be destroyed by individual perversity. He moved as an amendment, "That this meeting has full confidence in the council, and desires to express its entire disapproval of the action commenced by Mr. Ford, and leaves it to the discretion of the council to adopt such action and take such steps in the matter as they believe advisable."

Mr. EDMUND NEWMAN seconded the amendment. He asked what right Mr. Ford had to say he represented him or any other member of the society.

Mr. ELLERTON, Mr. KIMBER, Mr. GREEN, Mr. HANHART, Mr. BARKER, and Mr. S. DAY having spoken, the amendment was carried by a large majority, only eight hands being held up against it. It was then put as a substantive motion with the same result.

ORDER OF PROCEEDINGS.

Mr. FORD moved, and Mr. PHILLIMORE seconded, the repeal of the following bye-law, as adopted at the general meeting held on the 13th of July, 1883, viz.:—"It shall not be competent for the president or other chairman at a general meeting of the society, without the express sanction of the council first obtained thereto, to allow any discussion to take place upon any matter, or to put to such meeting any resolution thereon, if it appears to him that the question raised upon such discussion or resolution has in substance been decided at any general meeting of the society held within the twelve months immediately preceding."

Mr. ELLERTON and Mr. GREEN having spoken,

Mr. FORD asked leave to withdraw the motion, but the meeting would not permit, and it was negatived by a large majority.

Mr. FORD moved, and Mr. KIMBER seconded, the following:—"That the following be bye-laws of the society:—

'(*a.*) At any general meeting, when a division has been demanded, either before or immediately on the declaration of the show of hands, such division shall immediately take place, the "Ayes" assembling together on the chairman's right hand, the "Noes" on his left. The mover of the original motion being the teller to count the "Noes," or the supporter of any amendment, and the mover of the amendment, or if no amendment, any supporter of the negative, to be named by the president, shall be the teller to count the "Ayes." If two tellers on each side be required, the seconder of the original motion shall be associated with the teller of the "Noes," and the seconder of the amendment or another supporter of the negative, to be named by the chairman, shall be associated with the teller of the "Ayes."

'(*b.*) Whenever, on a show of hands, or on a division, it shall appear that the minority amounts to one-third of the whole number of votes, and on the declaration of the result, a poll *shall* have been then and there demanded by any voter, the same shall be ordered and shall take place in manner directed by bye-laws 15 and 18, in the case of an election by voting papers, *mutatis mutandis*.

'(*c.*) The voting paper shall be in such form *otherwise* as the council shall direct, but shall in every case contain the words of the motion, the voter being required to state whether he is "For" or "Against" such motion. And if the vote be taken on an amendment, the voter shall also state, in a similar manner, what his vote would be on the original question as amended, if the amendment should be carried, and what on the original question if the amendment should be rejected.

'(*d.*) The votes so given shall be recorded on the minutes, and have the same effect as if they had been personally given at the meeting.'"

Mr. PHILLIMORE moved as an amendment:—"That a committee be appointed, partly of the council and partly of the general body, to draw some useful code of procedure for our conduct in public meeting assembled."

Mr. N. HANHART seconded the amendment.

Mr. J. R. MACARTHUR supported the motion.

Mr. FORD having withdrawn his motion in favour of the amendment, the latter was negatived by a large majority.

Mr. FORD moved, and Mr. KIMBER seconded, that "The question known as the 'previous question' shall not be moved or proposed by way of amendment, but in lieu thereof a member may move 'That this meeting proceed to the next business.'"

The motion was carried.

Mr. J. R. MACARTHUR moved, and Mr. R. J. MACARTHUR seconded, "That notice of any special meetings of the society be sent out twenty-four days at least before the date of such meeting."

The motion was negatived.

A vote of thanks to the president terminated the meeting.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, May 1, the following being present, viz.:—Mr. Boodle (chairman), and Messrs. Collison, Styan, Desborough, jun., Sidney Smith, Sawtell, and A. B. Carpenter (secretary), several grants were made to non-members' widows, and the ordinary general business was transacted.

It is stated that, on account of the present state of his health, Mr. Justice Watkin Williams has been ordered by his medical advisers to discontinue work for a time. As they have advised him to take complete rest and seek a change of air, he will probably leave almost immediately for Italy.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

EASTER EXAMINATION, 1884.

General Examination of Students of the Inns of Court, held at Lincoln's-inn Hall, April 1, 2, 3, and 4, 1884.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—Gilbert Rowland Alston, John Emmott Barlow, John Dickson Batten, Harold Comerford Clarkson, William Henry Carter Dunhill, William Ernest Dunsford, Edmund Waterton Farnall, Thomas O'Hailoran Giles, Constantine de Courcy Hamilton, John Henry Helpman, Thomas Hewitt, Frederick Thomas Hobson, John Henry Graham Lang, Donald Guise Larnach, James John Willoughby Livett, William Llewellin, Thomas George Montagu Mason, Arthur John Matthews, John Rigby Murray, Frederick Keppel North, John Stewart Oxley, George Tallack Petherick, Robert Fulton Rampini, Lewis Mathew Richards, Stewart Augustus Sillem, Joseph Straker, John Frederic Symons-Jeune, Samuel Taylor, Charles Howard Tripp, Charles George Napier Trollope, James Arthur Tweedale, Robert Benjamin Walmsley, and Philip Francis Wood, of the Inner Temple; Thomas Kerr Anderson, Edwin Horace Samuel Ayliff, Robert Frederick Colam, Lewis Humfrey Edmunds, James Ruthven Elphinstone Gouldsbury, Robert Charles Heron-Maxwell, Frank Stather Jackson, Etienne Louis Jean Kœnig, Richard Leeming, Narendra Natha Mitra, Richard David Muir, Edward Abbott Parry, Clive Phillips-Woolley, John Hunter Pugh, and John Thomas Beadsworth Sewell, of the Middle Temple; Edward Clement Atherton Byrom, Arthur John Chitty, Henry Weston Devenish, George Edward Penn Gaskell, Arthur Foster Griffith, John Herbert James, George Patrick Charles Lawrence, William Little, Joseph Orrell, and Frederick Single, of Lincoln's-inn; Charles Ross Alston, Charles Edward Bretherton, Courtenay Cracroft Spurrell Fooks, Albert Innocencio Lack, and Charles Palmer, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—George Albert Bonner, Edward Egerton Hanson Brydges, Stanley Owen Buckmaster, Francis George Bury, Albert Thomas Carter, Charles William Chitty, Francis William Clark, John Howard Deazeley, Havilland Walter de Sausmarez, Arthur Edmund Du Buisson, Frank William Fisher, Charles Golaknath, Henry Gonne, Edward Montague Chevallier Harvey, William Ellis Hill, Alfred Holland, Arthur Thomas Keen, Alfred George Lascelles, Henry Loveridge, Alan Murray Mackinnon, Francis Plumtre Beresford Osmaston, Frederick William Waldebrand Pattenden, Panruti Vallam Ramaswami Raju, Edward Scholes, Robert George Seton, Robert Percy Francis Wilkinson Simpson, Francis Vere Starkey, John St. Loe Strachey, William Robert Huckvale Temple, Wilfred Van Langenberg, William Henry Walker, William Whately, and Henry Charles Wilder, of the Inner Temple; Herbert Britton, Charles Edward Byrom, Frederick Edward Cole, Joseph Craven, Domingo de Freitas De Silva, Frederick William Duke, Samuel Elliott, Harry Seymour Foster, Archibald Grant, Henry Durley Grazebrook, Percy Hughes Hewitt, Walter Robert Kinipple, David James Balfour Kirke, William Frodsham Lund, Albert Joseph Laborde Maingot, Vernon Francis Page, Lawson Niven Peregrine, Ernest Rosher, Ernest Spencer, Harry Tahl, William Thomas, Daniel Harold Ryan Twomey, John Watson, and Edward Fowler Wilkinson, of the Middle Temple; Alan Douglas Greene, Francis Adolphus Jones, Walter Barry Lindley, John Lionel Alexander Monckton, James Farquharson Remnant, George Arthur Rimington, John Henry Rimmer, Theodore Riversdale Walrond, and Robert Muskett Yetts, of Lincoln's-inn; Ernest William Jordan, William Mackenzie, and Edward Darby Vesey, of Gray's-inn, Esqs.

OBITUARY.

MR. SERJEANT SHERLOCK.

Serjeant David Sherlock died at his residence, 15, Harcourt-street, Dublin, aged seventy, on the 16th ult. The deceased was the son of Mr. Thomas Sherlock, of Dublin, and was born in 1813. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1834. He practised on the Munster Circuit, and he became a Queen's Counsel in 1855, a bencher of the King's Inns in 1866, and a serjeant-at-law in 1870. He was for many years Prosecuting Crown Counsel for the counties of Cork and Limerick. In 1868 Mr. Serjeant Sherlock was elected M.P. for the King's County in the Liberal interest. He actively supported Mr. Gladstone's Irish policy, and particularly the Irish Church Act and the Land Act of 1870. He retired at the general election of 1880. He was married to the daughter of Mr. John Thierri, chairman of the Board of Excise in Ireland. He was buried on the 19th ult.

MR. GEORGE PRESSWELL.

Mr. George Presswell, solicitor, town clerk of Totnes, died at that place on the 9th ult., in his eighty-third year. Mr. Presswell was born in 1801. He was admitted a solicitor in 1837, and he had ever since practised at Totnes, where he was the oldest member of the legal profession. About forty years ago he was elected town clerk of Totnes, and he held that office till his death. He was a perpetual commissioner for Devonshire, and he had an extensive private practice. He had been for several years in partnership with his son, Mr. Henry Jardine Presswell, who was admitted a solicitor in 1868. Mr. Presswell was the oldest freeman of Totnes. He was one of the borough Charity Trustees, and a governor of the Endowed Schools. The town council of Totnes have passed a resolution expressing their sense of Mr. Presswell's public services, and of the public loss sustained by reason of his death. He was buried at the Totnes Cemetery on the 15th ult.

MR. FRANCIS LOWE.

Mr. Francis Lowe, solicitor (of the firm of Lowe & Moss), of Hull, died very suddenly on the 24th ult. Mr. Lowe was born in 1831. He was admitted a solicitor in 1853, and had practised about thirty years at Hull. He was, at the time of his death, associated in partnership with Mr. John Seymour Moss, the clerk to the Cottingham Local Board, and with Mr. Frederick Blundell Moss. He was a perpetual commissioner for the East Riding of Yorkshire and the town of Kingston-upon-Hull, and he had a very extensive private business. He had been solicitor to the Hull and Barnsley Railway Company ever since its formation, and his firm were also solicitors to the Hull South Bridge Company, and to the Filey Fishery, Harbour, and Pier Company. Mr. Lowe was a member of the Hull Incorporated Law Society, and he filled the office of president of that body in 1882.

MR. AMBROSE WALN.

Mr. Ambrose Waln, solicitor, formerly town clerk of Birkenhead, died at Gresford, Cheshire, on the 18th ult., at an advanced age. Mr. Waln was admitted a solicitor in 1829, and he had been for many years in practice at Liverpool and Birkenhead. On the incorporation of the borough of Birkenhead he was elected as the first town clerk, but he resigned that office two or three years ago on account of his increasing age. Mr. Waln was buried at Knotty Ash on the 22nd ult., the funeral being attended by the mayor of Birkenhead, the stipendiary magistrate, and many members and officers of the corporation.

LEGAL APPOINTMENTS.

Mr. RICHARD HARRIS, solicitor and proctor, of Wells, has been appointed Secretary to the Bishop of Bath and Wells, in succession to the late Mr. Charles William Garrod. Mr. Harris is treasurer of the City of Wells, registrar of the Archdeaconry of Bath, and chapter clerk of Wells Cathedral. He was admitted a solicitor in 1866.

Mr. FREDERICK JOHN INGOLDBY, solicitor (of the firm of Bell & Ingoldby), of Louth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. SAMUEL FREDERICK LANGHAM, solicitor, of 10, Bartlett's-buildings, has been appointed Coroner for the Duchy of Lancaster, in succession to the late Mr. William John Payne. Mr. Langham is the son of the late Mr. Samuel Langham, solicitor. Mr. Langham was admitted a solicitor in 1845, and he has been for several years deputy-coroner for the Duchy of Lancaster and the City of London.

Mr. JAMES SHEIL, stipendiary magistrate at the Hammersmith and Wandsworth Police Courts, has been elected a Bencher of Gray's-inn.

The Hon. EDWARD ROMILLY, one of the Masters of the Supreme Court of Judicature, has been elected a Bencher of Gray's-inn.

Mr. ARTHUR BEETHAM and Mr. CLEMENT ALEXANDER MIDDLETON have been elected Benchers of Gray's-inn.

Mr. HERBERT J. MORECROFT, solicitor, of Oldham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Morecroft was admitted a solicitor in 1873.

Mr. WEBSTER BUTCHER, solicitor, of 13, Bouverie-street, Fleet-street, and Tooting, Surrey, has been appointed a Commissioner for taking the Acknowledgments of Married Women in and for the County of Middlesex and the Cities of London and Westminster. Mr. W. Butcher was admitted a solicitor in Easter Term, 1865, and is a commissioner to administer oaths in the Supreme Court of Judicature.

Mr. JOHN GAMON, solicitor and notary (of the firm of Parry, Gamon, & Farmer), of Chester and Liverpool, has been appointed Secretary to the Bishop of Chester. Mr. Gamon is also secretary to the Bishop of Liverpool, and registrar of the dioceses of Chester and Liverpool, and of the archdeaconry of Liverpool. He was admitted a solicitor in 1860. His senior partner, Mr. Charles Thomas Wakefield Parry, is district probate registrar at Chester.

Mr. HERBERT CLIFFORD SAUNDERS, Q.C., has been elected a Bencher of the Middle Temple.

DISSOLUTIONS OF PARTNERSHIPS, &c.

HENRY RICHARD MOYSE BELWARD and WILLIAM HENRY WHITFIELD, solicitors, 5, Southampton-street, Bloomsbury, Middlesex (Walker, Belward, & Whitfield). April 24. The business will henceforth be carried on by the said William Henry Whitfield alone, under the style of Walker & Whitfield.

CECIL MERCER and ARTHUR CHRISTOPHER ALDERSON, solicitors, Sheffield (Mercer & Alderson). March 27.

GEORGE CHOLWICH WADE and JAMES COSSLEY RANDOLPH, solicitors, Burnham and Weston-super-Mare (Wade & Randolph). February 13. [*Gazette*, April 25.]

HERBERT ADOLPHUS REED, THOMAS LOVELL, and EUGENE ERNEST BARON REED, solicitors, 1, Guildhall-chambers, London (Reed, Lovell, & Reed). March 21. [*Gazette*, April 29.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

April 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Longton Extension; Rochdale Corporation; Great Northern Railway; Swindon and Cheltenham Extension Railway; Swindon, Marlborough, and Andover, and Swindon and Cheltenham Extension Railway Companies Amalgamation.

Bills Read a Third Time.

Army Annual).
Freshwater Fisheries.

April 25.—*Bill Read a Second Time.*

PRIVATE BILL.—Severn Bridge and Forest of Dean Central Railway.

Bill Read a Third Time.

PRIVATE BILL.—Star Life Assurance Society.

April 28.—*Royal Commission.*

The Royal Assent was given by Commission to the following Bills:—Bankruptcy Appeals (County Courts); Isle of Man Harbours; Dublin Science and Art Museum; Trustee Churches (Ireland); Army (Annual) Act; Local Government Board's Provisional Orders Confirmation; City of Norwich (Mousehold-heath) Scheme Confirmation; Metropolitan Commons Supplemental; Sion College; Railway Clearing System Superannuation Fund Association; Haddenham Level; Belfast (Strandtown and High Holywood) Railway Company (Extension of Time); Bradbury and Lomax's Patent; Clyde Lighthouses; Boult's Patent.

Bill Read a Third Time.

PRIVATE BILL.—West Lancashire Railway (Capital).

April 29.—*Bills Read a Second Time.*

PRIVATE BILLS.—North-Eastern Railway; Rosebush and Fishguard Railway.

Married Women's Property Act (1882) Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Longton Extension; Great Northern Railway.

HOUSE OF COMMONS.

April 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Easton and Church Hope Railway; North Metropolitan Tramways.

Public Health (Members and Officers).

Bill in Committee.

Public Health (Confirmation of Bye-laws).

Bills Read a Third Time.

PRIVATE BILLS.—Bank of South Australia; Stalybridge Gas; Upwell, Outwell, and Wisbech Railway (Abandonment).

Marriages Legalization (Wood-green Congregational Church).

April 25.—*Bills Read a Second Time.*

PRIVATE BILLS.—Oriental Bank Corporation; Stockton Carrs Railway.

April 28.—*Bills Read a Second Time.*

PRIVATE BILLS.—Llanfairfechan Water; London, Chatham, and Dover Railway (Further Powers); London, Chatham, and Dover Railway (Shortlands and Nunhead); Reedness and Swinefleet Drainage; Teign Valley Railway; Walker and Wallsend Gas; West Derby Local Board; Easton and Church Hope Railway.

Bills Read a Third Time.

PRIVATE BILLS.—London and St. Katharine's Docks; Midland Railway; Wharves and Warehouses Steam Power and Hydraulic Pressure Company.

April 29.—*Bills Read a Second Time.*

PRIVATE BILL.—Windsor Corporation.

Bill in Committee.

Contagious Diseases (Animals).

Bills Read a Third Time.

PRIVATE BILLS.—Liverpool Hydraulic Power Company; Manchester, Sheffield, and Lincolnshire Railway (Chester to Connah's Quay); Newport (Monmouthshire) Hydraulic Power Company.

We are informed that a deputation from the Law Amendment Society on the subject of the transfer of land by a system of registration of titles will wait on the Attorney-General on Saturday, when an address will be presented, setting forth the practical advantages which, in the opinion of the society, would result from the establishment of a system for the conveyance of land by record of rights and interest therein in lieu of the present partially-adopted system of a registration of deeds.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, May	5	Mr. Lavie	Mr. Teesdale	Mr. Jackson
Tuesday	6	Carrington	Farrer	Cobby
Wednesday	7	Lavie	Teesdale	Jackson
Thursday	8	Carrington	Farrer	Cobby
Friday	9	Lavie	Teesdale	Jackson
Saturday	10	Carrington	Farrer	Cobby
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, May	5	Mr. Merivale	Mr. Ward	Mr. Koe
Tuesday	6	King	Pemberton	Clowes
Wednesday	7	Merivale	Ward	Koe
Thursday	8	King	Pemberton	Clowes
Friday	9	Merivale	Ward	Koe
Saturday	10	King	Pemberton	Clowes

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COMPOSITE ORE COMPANY, LIMITED.—Petition for winding up, presented April 24, directed to be heard before Bacon, V.C., on May 10. Hillearys and Co, Fenchurch bldgs, solicitors for the petitioners

WELLS AND COMPANY, LIMITED.—Petition for winding up, presented April 24, directed to be heard before Chitty, J., on May 10. Wilkinson and Howlett, Bedford st, solicitors for the petitioner

[*Gazette*, April 25.]

BWLCH UNITED MINES, LIMITED.—Petition for winding up, presented April 24, directed to be heard before Bacon, V.C., on May 10. Parkes and Burchell, Queen Victoria st, solicitors for the petitioner

LEICESTER CLUB AND COUNTY RACE COURSE COMPANY, LIMITED.—Petition for winding up, presented April 29, directed to be heard before Pearson, J., on May 10. Montagu, Bucklersbury, solicitor for the petitioner

LONDON FISH MARKET AND NATIONAL FISHERY COMPANY, LIMITED.—Kay, J., has, by an order dated April 10, appointed John Peirson, 2, Gresham bldgs, to be official liquidator

MESSRS. MATHESON BROTHERS AND COMPANY, LIMITED.—Petition for winding up, presented April 25, directed to be heard before Kay, J., on May 9. Styer, Threadneedle st, solicitor for the petitioner

TEMPERANCE AND GENERAL ADVANCE AND INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented April 24, directed to be heard before Kay, J., on May 9. Bell and Hawe, Bishopsgate st Without, solicitors for the petitioner

[*Gazette*, April 29.]

UNLIMITED IN CHANCERY.

FILEY HARBOUR COMPANY.—Kay, J., has, by order, dated Feb 20, appointed Theodore Brooke Jones, Leeds, to be official liquidator

WATLINGTON AND PRINCES RISBOROUGH RAILWAY COMPANY.—Petition for winding up, presented April 22, directed to be heard before Kay, J., on May 9. Radcliffes and Co, Craven st, solicitors for the petitioner

[*Gazette*, April 25.]

CHESTER UNITY BENEFIT BUILDING SOCIETY.—Petition for winding up, presented April 28, directed to be heard before Pearson, J., on May 10. Chester and Co, Staple inn, agents for Moss and Sharpe, Chester, solicitors for the petitioner

[*Gazette*, April 29.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

JOSEPH BICKERTON AND COMPANY, LIMITED.—Petition for winding up, presented April 19, directed to be heard before Vice-Chancellor Fox Bristowe at St. George's Hall, Liverpool, on Thursday, the 8th day of May, at 10.30. Booth, Oldham, solicitors for the petitioners

OLD CLOUGH COTTON MILL COMPANY, LIMITED.—Petition for winding up presented April 23, directed to be heard before the Vice-Chancellor at St. George's Hall, Liverpool, on May 8, at 10.30. Needham, Parkinson, and Slack, Manchester, solicitors for the petitioners

[*Gazette*, April 25.]

CREWE LAND COMPANY, LIMITED.—Petition for winding up, presented April 24, directed to be heard before the Vice-Chancellor at St George's Hall, Liverpool, on May 8. Harris, Liverpool, solicitor for the petitioner

SYKE MILL COMPANY, LIMITED.—Petition for winding up, presented April 25, directed to be heard before Fox Bristowe, V.C., at St George's Hall, Liverpool, on May 8 at 10.30. Grundy and Co., Manchester, solicitors for the petitioner

[*Gazette*, April 29.]

UNLIMITED IN CHANCERY.

PRESTON EQUITABLE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented April 12, directed to be heard before Fox Bristowe, V.C., at St George's Hall, Liverpool, on May 8. Edelston and Son, Preston, solicitors for the petitioner

[*Gazette*, April 29.]

STANNARIES OF CORNWALL.

UNLIMITED IN CHANCERY.

POLBOSE MINING COMPANY.—Petition for winding up, presented April 23, directed to be heard before the Vice-Warden, at Prince's Hall, Truro, on May 21 at 1. Chilcott and Son, Truro, for Daniell and Thomas, Camborne, solicitors for the petitioner

[*Gazette*, April 29.]

FRIENDLY SOCIETIES DISSOLVED.

FEMALE SOCIETY OF THE PEACEFUL DOVE, Wheatsheaf Inn, Halifax, York, April 21

[*Gazette*, April 29.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

AXMANN, EDMUND, Mowbray rd, Brondesbury, Shirt Stud Manufacturer. April 29. Blewitt v Axmann, Bacon, V.C. Lane, Gresham st

STANFORD, CADWALLADER, Lingfield, Surrey, Corndealer. May 15. Stanford v Stanford, Chitty, J. Head, East Grinstead

[*Gazette*, April 18.]

BERRY, SAMUEL, Shepley, nr Huddersfield, Clothier. May 9. Woodhead v Berry, Bacon, V.C. Dust, Eckington, nr Chesterfield

GARROLD, RICHARD OSBORNE, Little Dewchurch, Hereford, Gent. May 15. Williams v Garrold, Pearson, J. Boycott, Hereford

LUCK, ELIZABETH, Keswick, Cumberland. May 21. Luck v Pallister and Luck v Lawson, Kay, J. Langley, Stockton on Tees

[*Gazette*, April 22.]

SHILLING, JANE, Shanklin, Isle of Wight, Hotel Keeper. May 27. Seys v Seys, Chitty, J. Williams, Newport

[*Gazette*, April 25.]

MARSHALL, FREDERICK RICHARD, Elsham, nr Brigg, Lincoln, Farmer. May 10. Feltham v Marshall, Bacon, V.C. Carritt and Son, Fenchurch st

PRINCE, THOMAS, St John's, Kent, Stationer. May 29. Prince v Prince, Pearson, J. Greenfield, Basinghall st

SHARPE, JOSEPH THOMPSON, Middlesborough, Builder. May 31. Walker v Sharpe, Kay, J. Lewis, Middlesborough

WARE, THOMAS, Halesowen, Worcester, Licensed Victualler. May 26. Bloomer v Vaughan, Bacon, V.C. Wright, jun, Cradley Heath

[*Gazette*, April 29.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BEDFORD, HENRY WILLIAM, Regent st, Gent. May 31. Greenfield, Clement's lane

BICKFORD, JAMES JEFFERY, Plymouth, Gent. May 23. Elworthy and Co, Plymouth

BROWN, ROBERT GIBSON, Brixton rd, Surgeon. May 26. French, Crutched Friars

CHUTE, Rev GEORGE, Torquay. May 20. Murray and Co, Birchin lane

CLARK, RICHARD, Bradford, Butcher. May 31. Rawnsley, Bradford

HARDING, GEORGE, High st, Wandsworth. May 18. Bolton and Co, Lincoln's inn fields

MARKS, SARAH, High st, Marylebone. May 20. Blachford and Co, Abchurch lane

NOBLE, MARY ANN, West Ham, Essex. May 31. Ashbridge, Whitechapel rd

SHERWIN, MARY AMANDA, Cotmanhay, Derby. May 10. Heath and Sons, Nottingham

SIMPSON, MARY, Sunderland. May 6. Steel, Sunderland

COWLEY, Rev HENRY FREDERICK WESTON, Putney. May 31. Greenfield, Clement's lane

WINSOR, ALFRED GRANBY, Old Broad st, Architect. May 20. Michelmore and Hacker, Newton Abbot

WOODCOCK, ISAAC, Ossett, York, Commission Agent. May 1. Lister, Wakefield

[*Gazette*, April 18.]

BILLING, MARTIN, Meeson Hall, Salop, Printer. June 12. Johnson & Co, Birmingham

COCKROFT, AGNES ELIZABETH, Weymouth mews, Portland place. May 2. Plunkett & Leader, St. Paul's churchyard

COLLINGWOOD, EDMUND VINDIN, Bishop's road, Paddington, Butcher. May 31. Vem & Woodcock, New inn, Strand

CORNWELL, JAMES GOBBETT, Chapel street, Pentonville, Builder. June 3. Carritt & Son, Fenchurch street

DOWLER, HENRY, Nechells, Warwick, Brass Cock Founder. June 1. Hemmant, Birmingham

EDMUNDS, JAMES, Newport Monmouth, Chemist. May 21. Vaughan, Newport

EMBLEY, ROBERT, Charlestown, St. Austell, Cornwall, Coachman. May 31. Heathcote, Buckingham gate

GEORGE, WILLIAM, Bitterne, Southampton, Gent. May 15. Sharp & Co, Southampton

HATCHARD, HENRY, Preston, Dorset, Gent. May 17. Moore & Harvey, Wimborne, Dorset

HENLEY, EMILY, Holbeach, Lincoln. May 28. Caparn & Wildess, Holbeach

HORROX, JOHN, Tottington Higher End, Lancaster, Machine Printer. June 7. Crossland, Bury, Lancaster

HOWLING, JOHN, Saham Toney, Norfolk, Yeoman. May 22. Grigson & Robinson, Watton, Norfolk

INWOOD, CHARLES JOHN, Chertsey, Gent. June 6. Lee, New inn, Strand

JUDGE, STEPHEN, Tenterden, Kent, Gent. July 1. Stringer, New Romney, Kent

MCKERNAN, THOMAS, Liverpool, Licensed Victualler. May 31. Cleaver and Co, Liverpool

MOFFITT, WILLIAM SEWELL, Carlisle, Land Agent. May 31. Norman, Carlisle

NORRIS, EDWARD KIRK, Northenden, Chester, Gent. June 18. Crofton & Craven, Manchester

PEREIRA, LOUISA ANN, Tunbridge Wells. Sharp & Co, Southampton

POLLARD, ADAM, Mannamead, near Plymouth, Schoolmaster. July 31. Rooker & Co, Plymouth

RUSSELL, ISRAEL, Keppel street, St. Pancras, Dealer in Works of Art. May 31. Rundle & Hobrow, Coleman street

SILTZER, ROSALIE, Queen's gate gardens, South Kensington. May 24. Wordsworth & Co, Threadneedle street

SIVITER, CHARLES, Halesowen, Worcester, Gun Barrel Manufacturer. May 30. Homer, Brierley Hill, Stafford

TELLICK, ALFRED, Worthing, Coach Maker. May 1. Collet, Worthing

TOLSON, GEORGE SENIOR, Southport, Lancaster. May 17. Sandau & Co, King street, Cheapside

TOMKIN, JOHN, Maidstone, Gent. May 1. Hinds & Son, Goudhurst

UNDERHILL, RACHEL, Manchester. May 26. Storer & Co, Manchester

UNSWORTH, JAMES, Fishpool, near Bury, Lancaster, French Polisher. June 3. Walker, Openshaw, near Manchester

YARWOOD, JOHN, Stockton, Durham, Wholesale Stationer. May 10. Dodds & Co, Stockton on Tees

[*Gazette*, April 22.]

ALEXANDER, FREDERICK, Ipswich, Banker. May 31. Notcutt and Son, Ipswich

ANSTRUTHER, JANET CATHERINE, Sloane st. May 23. Guscotte and Co, Essex st, Strand

ARMITAGE, WILLIAM, Northallerton, York, Esq. June 7. West and Co, Cannon st

BARBER, THOMAS, Queen's rd, Peckham, Cheesemonger. May 26. Lockyer, High st, Deptford

BARNES, CHARLES THOMAS, Gravesend, Retired Provision Dealer. June 22. Barrow, Charlotte st, Fitzroy sq

BOOR, EDWARD GEORGE, Stockwell, Surrey, one of Her Majesty's Civil Servants. May 26. Reader and Hicks, Ely place, Holborn circus

BUSHELL, FRANCES, Adisham, Kent. May 31. Plummer and Fielding, Canterbury

CASE, GEORGE, Jermyn st. May 23. Sheppard and Clark, Gloucester

CHUBB, GEORGE, Ashby de la Zouch, Gent. May 12. Brown, Ashby de la Zouch

DALZELL, ANTHONY, Aspatria, Cumberland, Farmer. May 31. Tyson and Hobson, Maryport

DAVIES, DANIEL, Llanllioni, Carmarthen, Farmer. May 30. Price and Lloyd, Lampeter

DOYLE, RICHARD, Finborough rd, West Brompton, Esq. May 21. Ward and Co, Gray's inn sq

FAULKNER, HENRY MILES, Dartington, Totnes, Devon, R.N. May 31. Coldham and Isaacson, New inn

GOUDGE, JAMES VALENTINE, Pentonville rd, Islington, Pocket Book Maker. May 15. Jackson, Thorpedale rd, Hornsey rd

HARROLD, WILLIAM, Edgbaston, Warwick, Gent. May 21. Ryland and Co, Birmingham

HOWARD, FANNY ELIZABETH, Exmouth, Devon. June 6. Vine, Exmouth

JAMES, JOHN, Middlesbrough, York, Licensed Victualler. May 31. Wilkes and Wilkes, Middlesbrough

JAMES, JOSEPH, Holybourne, Southampton, Esq. May 31. Paines and Co, Gresham house

KITCHIN, JOHN, Staveley, Derby, Farmer. June 24. Jones and Middleton, Chesterfield

LUDLOW, SAMUEL, Stockport, Chester, Brickmaker. May 9. Newton, Stockport

MATTHEWS, WILLIAM, Great Yarmouth. June 5. Meggy, Chelmsford

MILLS, EDWARD, Trafalgar rd, Old Kent rd, Retired Brewer. June 1. Beauchamp, Walbrook

MORGAN, ESTHER, Cheltenham. May 21. Winterbotham and Co, Cheltenham

PERRIN, JAMES DUDDEN, Temple Cloud, Somerset, Doctor of Medicine. June 10. Rees and Co, Bristol

PITT, RICHARD HARRIS FLOYD, Grosvenor rd, Pimlico. May 28. Wills and Co, Carter lane

PROCTER, PERCY, Leighton Buzzard, Bedford, Gent. June 7. Newton and Co, Leighton Buzzard

RUGG, THOMAS JAMES, Portishead, Somerset. July 1. Fry and Co, Bristol

STANBOROUGH, ANN, Glenarm rd, Lower Clapton. May 31. Coldham and Isaacson, New inn

STRELLEY, RICHARD CLAYTON, Wingfield, Derby, Esq. June 2. Harris and Morton, Halstead, Essex

TURNER, Lieut.-General NATHANIEL OCTAVIUS SIMSON, Munster House, Fulham. May 31. Farrer and Co, Lincoln's inn fields

WAITE, JOHN WILLIAM, Banstead, Surrey, Builder. June 24. Lowless and Co, Martin's lane, Cannon st

WHEBLE, JAMES JOSEPH, Reading, Esq. May 21. Ward and Co, Gray's inn sq

WILLIS, LOUISA, Welbeck st, Oxford st. May 29. Swain, Old Jewry

[*Gazette*, April 25.]

BEECHEY, HELEN, Bournemouth. May 16. Sharp, Christchurch, Hants

BUCKLEY, ISAAC, Dewsbury, York, Worsted Spinner. June 25. Chadwick and Sons, Dewsbury

COOK, WILLIAM, Blackwater, Hants, Esq. July 1. Cooke, Wokingham

COULTER, RICHARD, East Farleigh, Kent, Hop Planter. May 25. Beale and Co, Maidstone

COWLING, TURNER, Leeds, Tailor. June 30. Middleton and Sons, Leeds

CURTIS, MATILDA, Homerton. May 8. Forbes, Paternoster row

DEAKIN, ELIZABETH, Birmingham. June 21. Cottrell and Son, Birmingham

DEVONSHIRE, DANIEL WILSON, King's Lynn, Norfolk, Fishmonger. June 2. Ward, King's Lynn

DEVONSHIRE, ELIZABETH WILSON, King's Lynn, Norfolk. June 2. Ward, King's Lynn

DOLBY, JOHN, St John's ter, Laureston rd, South Hackney, Gent. May 31. Wolferstan and Co, Ironmonger lane

EDMUNDS, JAMES, Newport, Monmouth, Chemist. May 21. Vaughan, Newport

ELD, JOSEPH, Walsall, Stafford, Cart Maker. July 25. Wilkinson and Co, Walsall

ELWORTHY, JOHANNA, Fetter lane. May 24. Chapman, Pancras lane

GEERE, WALTER, Stratford, Essex, Timber Merchant. June 7. Sedgwick, Town Hall, Stratford

HAYLES, FREDERICK, Cambridge. June 24. Ginn and Matthew, Cambridge

HERAPATH, SPENCER, Angel ct, Throgmorton st. July 1. Chapple and Co, Carter lane

HODGE, EDWARD, Maidstone, Furniture Broker. June 5. Ellis, Maidstone

HORN, FREDERIC, Bishopwearmouth, Durham, Esq. May 31. Oliver and Storey, Bishopwearmouth

HOWARTH, PETER, Macclesfield, Paviour. May 24. Nicholls, Altrincham, Cheshire

JACKSON, THOMAS, Lowton, Lancaster, Farmer. May 23. Marsh and Co, Leigh

KENDALL, JOSEPH, Birmingham. May 26. Davis, West Birmingham

KLEINWORT, EDWARD, Grove rd, Brixton. June 5. Plunkett and Leader, St Paul's churchyard

KNOWLES, JAMES, Runcorn, Chester, Grocer. May 31. Day and Lake, Runcorn

RIGG, JOSEPH, Leeds, Gent. May 24. Scott, Leeds

PHILLIPSON, MARY ANNE BURTON, Kensington pk rd, Notting hill. May 31. Leman and Co, Lincoln's inn fields

ROBERTS, THOMAS, Birkenhead, Carpenter. May 1. Jones and Milne, Liverpool

SAVILL, ROBERT MAITLAND, Bristol. June 10. Merriman and Co, Austin Friars

TAYLOR, SARAH SCOTT, Beadnell House, Northumberland. May 5. Middlemas, Alnwick

WIX, JANE, Reigate. June 2. Wilde and Co, College hill

WRAGG, GEORGE, Rotherham, York. June 1. Pashley and Hodgkinson, Rotherham

[*Gazette*, April 29.]

SALES OF ENSUING WEEK.

May 5.—Messrs. FREDERICK A. MULLETT BOOKER & Co., at the Mart, at 2 p.m., Leasehold Property (see advertisement, April 19, p. 6).

May 6.—Messrs. DRRENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Property (see advertisement, April 5, p. 2).

May 7.—Mr. HENRY DONALDSON, at the Mart, at 2 p.m., Freehold Properties (see advertisement, April 26, p. 4).

In replying to the deputation of bankers, who waited upon him on the 24th ult., Mr. Chamberlain said he had been unable to get any proof that the falling off in the number of bankruptcies was due to the number of cases which were now disposed of outside the Act. At present the average of insolvency cases was something like 3,000 a year, as against 10,000 under the old Act. Therefore they had to account for something like 7,000 a year, and these liquidations outside the Act must, therefore, be going on to an enormous extent if they really accounted for this immense difference. Of course, where the creditors were unanimous, there was no reason why they should not avoid costly litigation by coming to an arrangement outside the Act. He had not, however, received a single instance of the kind; and he should be only too glad to know of any, so that he might remedy any defect in the Act.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MASSEY.—April 23, at 1, Stafford-terrace, Kensington, the wife of Thomas Massey, barrister-at-law, of a son.
MILNER.—April 23, at The Towers, Sheffield, the wife of William Aldam Milner, barrister-at-law, of a daughter.
MORPHY.—April 20, at 54, Upper Mount-street, Dublin, the wife of Edward Morphy, barrister-at-law, of a son.
MUNDAY.—April 25, at 8, Shalston-villas, Surbiton-hill, the wife of John Hill Munday, solicitor, of a daughter.
PENNEY.—April 27, at 56, Northumberland-street, Edinburgh, the wife of Scott Moncrieff Penney, advocate, of a daughter.
SWAYNE.—April 26, at 2, Bridgefield, Southampton, the wife of W. H. Swayne, solicitor, of a son.
TODD.—April 28, at 35, Cambridge-terrace, Hyde-park, W., the wife of D'Arcy Todd, barrister-at-law, of a daughter.
WOOD.—April 27, at 12, Southwell-gardens, Queen's-gate, S.W., the wife of John Wood, barrister-at-law, of a daughter.

MARRIAGES.

BARLOW—JARDINE.—April 23, at St. Philip's, Alderley Edge, William Wycliffe Barlow, M.A., barrister, of Lincoln's-inn, to Emily, daughter of James Jardine, J.P., of Alderley Edge.
WHITWELL—BROWN.—April 17, at 1, St. James's-place, Hillhead, Glasgow, Robert Jowitt Whitwell, solicitor, Kendal, to Louisa, daughter of Colin Brown, Glasgow.

DEATHS.

CLOWES.—April 26, at 5, Brandon-terrace, Great Yarmouth, John Storey Clowes, solicitor, aged 35.
LOWE.—April 24, at 5, Granville-terrace, Beverley-road, Hull, Francis Lowe, solicitor, aged 53.
SHERLOCK.—April 16, at 15, Harcourt-street, Dublin, David Sherlock, Q.C., Her Majesty's first serjeant-at-law in Ireland.
SILBERBERG.—April 22, Adam Alfred Silberberg, solicitor, of 70, Cornhill.
ST. AUBYN.—April 25, at Fern Bank, Norwood-road, Herne Hill, William St. Aubyn, solicitor, aged 50.
THOMPSON.—April 17, at Brighton, John Thompson, barrister-at-law, of 2, Middle Temple-lane, aged 67.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, April 25, 1884.

Anderson, Benjamin Featon, Crowle, Lincolnshire, Plumber. Sheffield. Pet Apr 21. Ord Apr 21. Exam May 15 at 11.30
Andrews, Kate, Clifton, Confectioner. Bristol. Pet Apr 17. Ord Apr 22. Exam May 9 at 12 at Guildhall, Bristol
Bennett, Thomas Ambrose Young, Salisbury, Corn Dealer. Salisbury. Pet Apr 18. Ord Apr 18. Exam May 9 at 1
Carey, George Absolom, North Ormesby, York, Schoolmaster. Stockton on Tees and Middlesborough. Pet Apr 22. Ord Apr 22. Exam May 7 at 10.30 at County Court, Stockton on Tees
Chandler, William, Leiston, Suffolk, Bootmaker. Ipswich. Pet Apr 22. Ord Apr 22. Exam May 12 at 3
Clarke, Frances Matilda, Leeds, Cocoa House Keeper. Leeds. Pet Apr 23. Ord Apr 23. Exam May 14 at 11
Cooke, Herbert, Gloucester, Wire Worker. Gloucester. Pet Apr 23. Ord Apr 23. Exam May 13
Darling, Harold Pechell, Kingston upon Hull, Seed Crusher. Kingston upon Hull. Pet Apr 21. Ord Apr 21. Exam May 5 at 12 at Court House, Townhall, Hull
Deighton, John Edward, Brighton, Cheesemonger. Brighton. Pet Apr 23. Ord Apr 23. Exam May 15 at 12
Duckworth, John Edward, Liverpool, Joiner. Liverpool. Pet Apr 22. Ord Apr 22. Exam May 5 at 12
Duret, Emmanuel, Leamington, Hotel Manager. Warwick. Pet Mar 6. Ord Apr 19. Exam May 20
Ellicott, Charles, Mile End, Jeweller. High Court. Pet April 21. Ord April 23. Exam May 23 at 11 at 34, Lincoln's inn fields
Gottgetreu, Charles Gustav, Aldersgate st, Importer of Fancy Stationery. High Court. Pet April 21. Ord April 21. Exam June 13 at 11 at 34, Lincoln's inn fields
Graddon, James, Forest Hill, Kent, Engineer, out of business. Greenwich. Pet Mar 31. Ord April 22. Exam May 20 at 1
Hastings, William Henry, Newcastle on Tyne, Fruit Salesman. Newcastle on Tyne. Pet April 21. Ord April 21. Exam May 1
Holloway, Thomas, Brighton, Timber Merchant. Brighton. Pet April 23. Ord April 23. Exam May 15 at 12
Howard, William, jun, Shanklin, I.W., Grocer. Newport and Ryde. Pet April 22. Ord April 22. Exam May 7 at Townhall, Ryde
Johnson, Archibald Robert, Edgbaston, Birmingham, Accountant's Clerk. Birmingham. Pet April 8. Ord April 23. Exam May 15
Johnson, Francis, Torquay, Devonshire, Draper. Exeter. Pet April 23. Ord April 23. Exam May 15 at 11
Kaye, John Edward, Chickenley Heath, nr Dewsbury, Yorkshire, Rag Merchant. Dewsbury. Pet April 21. Ord April 21. Exam May 13
Lee, John, Middleton rd, Battersea Rise, Civil Servant. High Court. Pet April 22. Ord April 22. Exam May 22 at 11 at 34, Lincoln's inn fields
Longstaff, George, Queen st, Boot Dealer. Hanley Burslem, and Tunstall. Pet April 21. Ord April 21. Exam May 21 at 11 at Townhall, Hanley
Marston, John, Coventry, Warwickshire, Boot Manufacturer. Coventry. Pet April 21. Ord April 21. Exam May 12 at 3
Maston, James, Otley, Yorkshire, Builder. Leeds. Pet Mar 29. April 22. Exam May 14
Pick, George, Kirton, Lincolnshire, Farmer. Boston. Pet April 9. Ord April 21. Exam June 11
Preece, William, Cradley Heath, Staffordshire, Brewer's Agent. Dudley. Pet April 18. Ord April 18. Exam May 8 at 11
Price, Charles Wetherill, Clifton, Optician. Brittol. Pet April 21. Ord April 21. Exam May 9 at 12 at Guildhall, Bristol
Richards, John, Llandovery, Carmarthenshire, Chemical Manufacturer. Carmarthen. Pet April 21. Ord April 21. Exam May 12 at 1
Robinson, John Henry, Leamington, Surgeon. Warwick. Pet April 19. Ord April 19. Exam May 20
Saunders, Edward James, Springfield, Essex, Carpenter. Chelmsford. Pet April 23. Ord April 23. Exam May 3
Shardlow, Michael, Stapleford, Nottinghamshire, Joiner. Nottingham. Pet April 23. Ord April 23. Exam May 13
Slaymaker, Thomas, Merton, Surrey, Marine Store Dealer. Croydon. Pet Mar 28. Ord April 23. Exam May 20
Smith, William Edward, Ramsgate, Builder. Canterbury. Pet April 22. Ord April 22. Exam May 9
Sykes, Dan, Stonehouse, Gloucestershire, Commission Agent. Gloucester. Pet April 22. Ord April 22. Exam May 13
Tompson, John Leslie, Birmingham, Manager of a Joint Stock Company (Limited). Birmingham. Pet April 23. Ord April 21. Exam May 22
Turner, Joseph Brooke, Ladywell, Kent, Commission Agent. Greenwich. Pet April 4. Ord April 22. Exam May 20 at 1
Wass, Joseph, Wolverhampton, Beerhouse Keeper. Wolverhampton. Pet April 22, Ord April 22. Exam May 12 at 2
Woodhead, John, Brighouse, Yorkshire, Wire Maker. Halifax. Pet April 10, Ord April 21. Exam May 22

The following Amended Notice is substituted for that published in the London Gazette of the 22nd February, 1884.

Earp, William, Wolverhampton, Farmer. Wolverhampton. Pet Feb 18. Ord Feb 18. Exam May 12

The following Amended Notice is substituted for that published in the London Gazette of the 22nd April, 1884.

Evans, David, Machynlleth, Montgomeryshire, Tanner. Aberystwith. Pet April 17. Ord April 17. Exam May 8 at 10

FIRST MEETINGS.

Abell, George Mutlow, Cheltenham, Solicitor. May 2 at 4. Plough Hotel, Cheltenham
Anderson, Benjamin Featon, Crowle, Lincolnshire, Plumber. May 5 at 3. Official Receiver, Fig tree lane, Sheffield
Beedham, Braylesford Harry, Kimbolton, Huntingdonshire, Solicitor. May 2 at 1. The Cross Keys Hotel, St Neots, Huntingdonshire
Bennett, Thomas Ambrose Young, Salisbury, Corn Dealer. May 2 at 1.30. Official Receiver, City chmbrs, Salisbury
Brightwell, David, Pentonville rd, Builder. May 15 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Brine, Charles Bentley, Addison terrace, Kensington, Stonemason. May 10 at 12. 33, Carey st, Lincoln's inn
Carey, George Absalom, North Ormesby, Yorkshire, Schoolmaster. May 6 at 11. Official Receiver, 8, Albert rd, Middlesborough
Chittenden, William, Exmouth st, Stepney, Oilman. May 12 at 12. Bankruptcy bldgs, Portugal st. Lincoln's inn fields
Clarke, Frances Matilda, Leeds, Cocoa-house Keeper. May 7 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Darling, Harold Pechell, Kingston upon Hull, Seed Crusher. May 2 at 11. The Hall of the Hull Incorporated Law Society, Lincoln's inn building, Bowlalley lane, Hull
Davies, Robert Vaughan, Seven Sisters' rd, Builder. May 9 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Deighton, John Edward, Brighton, Cheesemonger. May 6 at 2. 160, North st, Brighton
Duckworth, John Edward, Liverpool, Joiner. May 5 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Duret, Emmanuel, Leamington, Hotel Keeper. May 2 at 2. Anderton's Hotel, Fleet st
Evans, David, Machynlleth, Montgomeryshire, Tanner. May 8 at 2.30. Lion Hotel, Machynlleth
Friend, Thomas Hays, Newington green, Mildmay park, Stage Manager. May 15 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hastings, William Henry, Newcastle on Tyne, Fruit Salesman. May 5 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Jefferys, John Compton Weeks, Tottenham ct rd, Optician. May 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Johnson, Francis, Torquay, Devonshire, Draper. May 7 at 11. Cannon st Hotel, Cannon st
Kaye, John Edward, Chickenley Heath, Yorkshire, Rag Merchant. May 5 at 3. Official Receiver, Bank chbrs, Batley
Koppel, Joseph Macgregor, Cecil st, Strand, Mechanical Engineer. May 16 at 11. 33, Carey st, Lincoln's inn
Longstaff, George, Burslem, Staffordshire, Boot Dealer. May 5 at 12. Official Receiver, Nelson pl, Newcastle under Lyme
Manning, John, Cheltenham, Haberdasher. May 2 at 2.30. Plough Hotel, Cheltenham
Marston, John, Coventry, Boot Manufacturer. May 5 at 11. Official Receiver, 46, Jordan well, Coventry
Maston, James, Otley, Yorkshire, Builder. May 5 at 11. Official Receiver, St Andrew's chbrs, Park row, Leeds
McEwan, Oliver, High Holborn, Shorthand Teacher. May 16 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Michell, George Joseph, Metropolitan Poultry Market, Salesman. May 12 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Moreton, Francis, Ernest Moreton, and Archibald Joseph Dunn, Leadenhall bldgs, Gracechurch st, Bank Agents. May 13 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Naish, Stutchbury Paul, Trevor sq, Knightsbridge, Captain in Her Majesty's Auxiliary Forces. May 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Nudds, William, Ismalia rd, Wandsworth bridge rd, Builder. May 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Preece, William, Cradley Heath, Staffordshire, Brewers' Agent. May 8 at 10.30. Official Receiver, Dudley
Price, Charles Wetherell, Clifton, Optician. May 5 at 3. Official Receiver, Bank chbrs, Bristol
Richards, James, and Henry Richards, Westmoreland terrace, Hornsey rd, Cheesemongers. May 9 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Richards, John, Llandovery, Carmarthenshire, Chemical Manufacturer. May 6 at 12. Cawdor's Arms, Llandilo, Carmarthenshire
Robinson, John Henry, Leamington, Surgeon. May 3 at 12.30. Manor House Hotel, Leamington
Shepherd, Sarah, Barnsley, Yorkshire, Saddler. May 5 at 12. County Court Hall, Barnsley
Smith, William Edward, Ramsgate, Architect. May 3 at 1.30. 72, High st, Ramsgate
Tidey, William Henry, Hawley Wharf, Camden Town, Contractor. May 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Tugman, Samuel, jun, Gt Winchester st, Merchant. May 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Wass, Joseph, Wolverhampton, Beerhouse Keeper. May 5 at 3. Official Receiver, St Peter's close, Wolverhampton
Woodhead, John, Brighouse, Yorkshire, Wire Manufacturer. May 5 at 12. Official Receiver, Townhall chbrs, Halifax

ADJUDICATIONS.

Andrews, Kate, Clifton, Bristol, Confectioner. Bristol. Pet April 17. Ord April 23
Astrap, Walter Kershaw, Shipley, Yorkshire, Innkeeper. Bradford. Pet Feb 1. Ord April 21
Candow, Walter John, Sheffield, Accountant. Sheffield. Pet March 20. Ord April 20

Dare, Isaac, Salisbury, Commission Agent. Salisbury. Pet April 3. Ord April 19
Garlick, John, Saltley, Warwickshire, Contractor. Birmingham. Pet March 31. Ord April 22
Hastings, William Henry, Newcastle on Tyne, Fruit Merchant. Newcastle on Tyne. Pet April 21. Ord April 22
Heathcote, Michael James, and Peter White, Liverpool, Corn Dealers. Liverpool. Pet April 7. Ord April 23
Howard, William, jun., Shanklin, I.W., Grocer. Newport and Ryde. Pet April 22. Ord April 22
Kaye, John Edward, Chickenley Heath, nr Dewsbury, Yorkshire, Rag Merchant. Dewsbury. Pet April 21. Ord April 22
Lee, John, Middleton rd, Battersea rise, Civil Servant, Clerk in India Office. High Court. Pet April 22. Ord April 22
Manning, John, Cheltenham, Haberdasher. Cheltenham. Pet April 18. Ord April 21
Michelson, Edward, Aldermanbury, General Merchant. High Court. Pet Feb 18. Ord Apr 3
Mills, James, Lapford, Devonshire, Farmer. Exeter. Pet Mar 17. Ord Apr 23
Preece, William, Cradley Heath, Staffordshire, Brewer's Agent. Dudley. Pet Apr 18. Ord Apr 22
Riddeough, Robert, Manchester, Baker. Manchester. Pet Feb 18. Ord Apr 21
Shepherd, Sarah, Barnsley, Saddler. Barnsley. Pet Apr 17. Ord Apr 21
Spelmar, Isaac Gower, Alburgh, Norfolk, Farmer. Ipswich. Pet Mar 24. Ord Apr 22
Woodhead, John, Brighouse, Yorkshire, Wire Manufacturer. Halifax. Pet Apr 10. Ord Apr 21
Wright, William Atkinson, Leeds, Spring Maker. Leeds. Pet Apr 18. Ord Apr 22

TUESDAY, April 29, 1884.

RECEIVING ORDERS.

Barry, John Henry, Leeds, Accountant. Leeds. Pet April 25. Ord April 25. Exam May 14 at 11
Brown, James, Bristol, Boot Manufacturer. Bristol. Pet April 24. Ord April 24. Exam May 23 at 12 at Guildhall, Bristol
Caffelle, Henry, Coventry, Warwickshire, Grocer. Coventry. Pet April 24. Ord April 24. Exam May 12 at 3
Conway, Henry James, Salisbury, Auctioneer. Salisbury. Pet March 29, Ord April 24. Exam May 9 at 1
Cutler, Henry, Mark lane, Seed Factor. High Court. Pet April 25. Ord April 25. Exam June 14 at 11 at 34, Lincoln's inn fields
Gilleland, William, Salford, Lancashire, Estate Agent. Salford. Pet April 25. Ord April 25. Exam May 7 at 11
Hiscock, John, Brighton, Licensed Victualler. Brighton. Pet April 23. Ord April 24. Exam May 15 at 12
Holness, John, Amesbury, Wiltshire, Public-house Manager. Salisbury. Pet April 19. Ord April 23. Exam May 9 at 1
Iliff, Richard, Sunderland, Iron Ship Builder. Sunderland. Pet Mar 29. Ord April 24. Exam May 8 at 2.30
Jones, Arthur Richard, Cheapside, Birmingham, Light Steel Toy Manufacturer Birmingham. Pet April 24. Ord April 24. Exam May 15
Jones, Daniel, Swansea, Ship Chandler. Swansea. Pet April 7. Ord April 24. Exam May 22
Jones, Edward, Sedgley, Staffordshire, Timber Dealer. Dudley. Pet April 25. Ord April 25. Exam May 13 at 12
Judge, Urban, Ilford, Essex, Grocer. Chelmsford. Pet April 25. Ord April 25. Exam May 7
Knight, Edward Martin, Fountain ct, Aldermanbury, Merchant. High Court. Pet April 22. Ord April 24. Exam May 29 at 11 at 34, Lincoln's inn fields
Monks, John, Radcliffe, Lancashire, Joiner. Bolton. Pet April 24. Ord April 24. Exam May 14 at 11
Morgan, David, Pontypridd, Grocer. Pontypridd. Pet April 24. Ord April 24. Exam May 16 at 12
Parr, George, and William Parr, Epworth, Lincolnshire, Farmers. Sheffield. Pet April 9. Ord April 24. Exam May 23 at 11.30
Pratley, Arthur, Oxford, Bookseller. Oxford. Pet April 21. Ord 21. Exam May 22 at 12.30
Roberts, William, Halifax, Accountant. Halifax. Pet April 22. Ord April 24. Exam May 22
Rowley, James, jun, Walsall, Staffordshire, Builder. Walsall. Pet April 24. Ord April 24. Exam May 12 at 11
Walter, Stephen, Pewsey, Wiltshire, Butcher. Swindon. Pet April 26. Ord April 26. Exam May 24 at 12
West, Isaac, Aberystwith, Monmouthshire, Grocer. Tredegar. Pet April 22. Ord April 24. Exam May 9 at 11
Wood, John Olive, King William st, Charing cross, Jeweller. High Court. Pet April 1. Ord April 24. Exam May 27 at 11 at 34, Lincoln's inn fields
Woollard, Jane, Stroud Green rd, Finsbury pk, Cheesemonger. High Court. Pet April 24. Ord April 25. Exam May 27 at 11 at 34, Lincoln's inn fields
Zalmanson, Joseph, Beresford rd, Highbury New pk, Share Dealer. High Court. Pet March 28. Ord April 24. Exam May 27 at 11 at 34, Lincoln's inn fields

FIRST MEETINGS.

Andrews, Kate, Clifton, Confectioner. May 6 at 12.30. Official Receiver, Bank chmbrs, Bristol
Barry, John Henry, Leeds, Accountant. May 9 at 11. Official Receiver, St Andrew's chmbrs, Park row, Leeds
Brown, James, Bristol, Boot Manufacturer. May 23 at 11. Official Receiver, Bank chmbrs, Bristol
Caffelle, Henry, Coventry, Grocer. May 8 at 12. Official Receiver, 46, Jordan Well, Coventry
Case, Alexander Ryrie, Tokenhouse yd, London, Clerk. May 13 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Chandler, William, Leiston, Suffolk, Boot Maker. May 6 at 12.30. Official Receiver, 2, Westgate st, Ipswich
Conway, Henry James, Salisbury, Auctioneer. May 7 at 12. Official Receiver, City chmbrs, Salisbury
Cooke, Herbert, Gloucester, Wire Worker. May 6 at 12. Official Receiver, 81, Barton st, Gloucester
Gillard, Walter Bruce, Underhill rd, East Dulwich, Commercial Traveller. May 13 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gilleland, William, Salford, Lancashire, Estate Agent. May 7 at 11.30. The Court House, Encombe pl, Salford
Gottgetren, Charles Gustav, Aldersgate st, Importer of Fancy Stationery. May 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hardwicke, Joseph Bainbridge, Threadneedle st, Banker's Clerk. May 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Harley, Edward John, Cardiff, Ship Owner. May 9 at 2.30. Official Receiver, 2, Bute crescent, Cardiff
Hiscock, John, Brighton, Licensed Victualler. May 7 at 12. Official Receiver, 160, North st
Hogg, Edward, Artillery lane, Bishopsgate, Leather Seller. May 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Holloway, Thomas, Brighton, Timber Merchant. May 7 at 2.30. Official Receiver, 160, North st
Holness, John. Amesbury, Wiltshire, Public House Manager. May 7 at 1.30 Official Receiver, City chbrs, Salisbury
Howard, William, jun, Shanklin, Isle of Wight, Grocer. May 6 at 3. Official Receiver, 20, Holyrood st, Newport Isle of Wight
Iliff, Richard, Sunderland, Iron Shipbuilder. May 7 at 12, Law Society's chbrs, 32, John st, Sunderland
Imeson, John, Middlesborough, Yorkshire, Boot Dealer. May 15 at 11, Queen's Hotel, Leeds
Imeson, John, Middlesborough, Yorkshire, Boot Dealer. May 15 at 12.30. Queen's Hotel, Leeds
Imeson, Thomas, Middlesborough, Yorkshire, Boot Dealer. May 15 at 1.30 Queen's Hotel, Leeds
Imeson, William, Middlesborough, Yorkshire, Boot Dealer. May 15 at 1. Queen's Hotel, Leeds
Johnson, Archibald Robert, Birmingham, Accountant's Clerk. May 7 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Jones, Daniel, Swansea, Ship Chandler. May 8 at 11. Official Receiver, Rutland st, Swansea
Monks, John, Radcliffe, Lancashire, Joiner. May 8 at 11. 16, Wood st, Bolton
Morgan, David, Eglwysilan, Glamorganshire, Grocer. May 7 at 3. The Court House, Pontypridd
Pick, George, Kirton, Lincolnshire, Farmer. June 12 at 11. Official Receiver, 48, High st, Boston
Roberts, William, Halifax, Accountant. May 7 at 12. Official Receiver, Townhall chbrs, Halifax
Rowley, James, jun., Walsall, Staffordshire, Builder. May 8 at 12. Official Receiver, Bridge st, Walsall
Saunders, Edward James, Springfield, Essex, Carpenter. May 7 at 11. Shirehall, Chelmsford
Seefield, Hyman Joachim, Red Cross st, Wholesale Clothier. May 8 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Shardlow, Michael, Stapleford, Nottinghamshire, Joiner. May 7 at 11. Official Receiver, Exchange walk, Nottingham
Singleton, John, and Edward George Tattershall, 6t James st, Bedford row, Solicitors. May 7 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Sykes, Dan, Stonehouse, Gloucester, Commission Agent. May 6 at 4.15 Court hall, Stroud
Taylor, John, Sheldrake rd, Clapham Junction. May 8 at 3. Official Receiver, 109, Victoria st, S.W.
Tompson, John Leslie. Birmingham. Manager of a Joint Stock Company. May 19 Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Townsend, William, St Mary's Cray, Kent, Builder. May 9 at 2,30. Official Receiver, 109, Victoria st, S.W.
West, Isaac, Aberystwith, Monmouthshire, Grocer. May 8 at 3. Official Receiver, Newport Mon
Williams, William, Nottingham, Solicitor, May 6 at 11. Official Receiver, Exchange walk, Nottingham

ADJUDICATIONS.

Baker, Charles, Cardiff, Cardiff, Grocer. Cardiff. Pet April 3. Ord April 24
Beesley, James, Charney, Berkshire, Farmer. Swindon. Pet April 9. Ord April 25
Bennett, James Ambrose Young, Salisbury, Corn Dealer. Salisbury. Pet April 18. Ord April 24
Brown, James, Bristol, Boot Manufacturer. Bristol. Pet April 24. Ord April 25
Brown, John Martin, Cottingham, Northamptonshire, Farmer. Northampton. Pet Mar 29. Ord April 24
Chandler, William, Leiston, Suffolk, Bootmaker. Ipswich. Pet April 22. Ord April 25
Chard, Thomas, Bristol, Saddler. Bristol. Pet Mar 13. Ord April 25
Clarke, Frances Matilda, Leeds, Cocoa House Keeper. Leeds. Pet April 23. Ord April 24
Clarke, Richard, Tunstall, Staffordshire, Blacksmith. Hanley, Burslem, and Tunstall. Pet April 9. Ord April 24
Conway, Henry James, Salisbury, Auctioneer. Salisbury. Pet Mar 29. Ord April 24
Cowie, W. L., Norfolk st, Strand, Gent. High Court. Pet Feb 28. Ord April 26
Cox, Arthur, Countesthorpe, Leicestershire, Florist. Leicester. Pet April 7. Ord April 25
Cutler, Henry, Mark lane, Seed Factor. High Court. Pet April 25. Ord April 25
Deighton, John Edward, Brighton, Cheesemonger. Brighton. Pet April 23. Ord April 24
Duret, Emmanuel, Leamington, Hotel Manager. Warwick. Pet Mar 6. Ord April 24
French, William, address unknown, Farmer. High Court. Pet Jan 23. Ord April 24
Gilbert, William, Canterbury, no occupation. Canterbury. Pet March 15. Ord April 25
Gilleland, William, Salford, Lancashire, Estate Agent. Salford. Pet April 25. Ord April 25
Harda, Alfred John, Sandwich, Licensed Victualler. Canterbury. Pet April 8. Ord April 25
Hartley, W., Salford, Lancashire, Oil Manufacturer. Salford. Pet March 31. Ord April 24
Heap, Richard Ross, Huddersfield, Yorkshire, Woollen Cloth Manufacturer. Huddersfield. Pet April 7. Ord April 22
Hutchison, David, and Alexander Hutchison, Hancock rd, Bromley by Bow, Ironfounders. High Court. Pet March 10. Ord April 26
Lateulere, Jean, Little St Andrew's st, Seven Dials, Boot Dealer. High Court. Pet March 13. Ord April 24
Matheson, Roderick Mackenzie Chisholme, Princes sq, Bayswater, no occupation. High Court. Pet March 15. Ord April 26
Moore, Henry William, Nottingham, Printer. Nottingham. Pet April 9. Ord April 25
Moorewood, Joseph, Portsdown rd, Maida Vale, lately Goldbeater. High Court. Pet Feb 15. Ord April 24
Morgan, David, Coedpenmaen, Pontypridd, Grocer. Pontypridd. Pet April 24. Ord April 26
Pick, George, Kirton, Lincolnshire, Farmer. Boston. Pet April 19. Ord April 26
Roberts, William, Halifax, Accountant. Halifax. Pet April 22. Ord April 25
Robinson, Thomas, Deighton, nr Huddersfield, Farmer. Huddersfield. Pet April 24. Ord April 10
Taylor, John, Sheldrake rd, Clapham Junction, Surrey, Wandsworth. Pet Mar 4. Ord April 21
Williams, William, Nottingham, Solicitor, Nottingham. Pet Mar 25. Ord April 25
Woollard, Jane, Stroud Green rd, Finsbury Park, Cheesemonger, Widow. High Court. Pet April 24. Otd April 25

The following Amended Notice is substituted for that published in the London Gazette of the 25th April, 1884.

Spelman, Isaac Gower, Alburgh, Norfolk, Farmer. Ipswich. Pet Mar 24. Ord April 22

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The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

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